

AGENDA  
BOARD OF COUNTY COMMISSIONERS  
MONDAY, JUNE 24, 2019  
RAY JORDAN TULSA COUNTY ADMINISTRATION BUILDING  
500 S. DENVER, TULSA, OKLAHOMA  
ROOM 119 - 9:30 AM

I. CALL TO ORDER

II. MINUTES

- A. Board of County Commissioner's Meeting of June 17, 2019

III. REPORTS

- A. Annual Inventory Certifications:
1. Board of County Commissioners
  2. Building Operations
  3. Court Clerk
  4. Court Services
  5. Drainage District #12
  6. Engineers
  7. Highway Construction
  8. Highway District 1
  9. Highway District 2
  10. Highway District 3
  11. Human Resources
  12. IT
  13. Juvenile Bureau
  14. OSU Extension
  15. Parks
  16. Public Defender
  17. Sheriff
  18. Social Services

IV. UNFINISHED BUSINESS

- A. Bid/Proposal Awards:
1. Sheriff - Video Visitation for David L. Moss (DLM) Criminal Justice Center - *to Tech Friends, Inc.*
  2. TC Departments - *Agricultural Supplies - to Helena Agri-Enterprises, LLC, Simplot Partners, and Winfield Solutions, LLC*
- B. Addendum - (Assessor) - for Renewal of the End User License Agreement with J. Wayne Moore PHD, LLC for Parcel License Fee
- C. Addendum #1 - (Board of County Commissioners) - to the Notice to Bidders for "HQ" Building Centrifugal Chiller Upgrade
- D. Addendum #1 - (TC Departments) - to the Notice to Bidders for Vehicle Lubricants and Antifreeze
- E. Amendment - (Court Services) - to Schedule C and Extension of Agency Products and Services Agreement with Alcohol Monitoring System, Inc.

- F. Amendment - (Juvenile Bureau) - to the Lease Agreement for Suite 14 with Sealander Brokerage, Ltd
  - G. Amendment #1 - (Parks) - to the Tennis Professional Management Agreement with M&M Tennis, LLC
  - H. Amendments #1 - TC Departments:
    - 1. to Renew the Award for Chevrolet and GMC Auto Parts to Bob Howard Parts Distribution and Marc Miller Buick GMC
    - 2. to Renew the Award for Fire Protection Equipment, Maintenance and Repair to Precision Fire Protection
    - 3. to Renew the Award for Septic Tank Service to Davis Environmental Pumping
  - I. Amendment #2 - (TC Departments) - to the Award for Restaurant, Kitchen and Concessionary Supplies to Ben E. Keith
  - J. Change Order #3 - (Parks) - to the Agreement with Tri-Star Construction, LLC for the LaFortune Park Trail
  - K. Agreement - (Board of County Commissioners) - Department of the Army - for Design for the Arkansas River Corridor Ecosystem Restoration Project Design
  - L. Agreement Renewal - (Parks) - Tulsa Little League
- V. ACTION ITEMS
- A. Gasoline & Diesel Fuel Quotes
  - B. Request for Approval - (INCOG) - Proposal Acceptance Recommendation for HOME Consortium FY 2018 Rental Housing to Nehemiah Community Development Corporation in the Amount of \$430,000
  - C. Resolution - (Election Board) - to Designate Thora Cohea as Requisitioning Officer
  - D. Resolution - (Engineers) - to Renew Lease-Purchase Agreements with ODOT through the County Road Machinery and Equipment Revolving Fund
  - E. Agreements:
    - 1. Board of County Commissioners:
      - a. Interior Concepts, Inc. - for Trade Contractor Agreement for Flooring for Tulsa County "HQ" Administration Building Renovations
      - b. Overhead Door Company of Tulsa, Inc. - for Trade Contractor Agreement for Overhead Doors for Tulsa County "HQ" Administration Building Renovations
    - 2. Building Operations - Conley Group, Inc. - Proposal to Provide Consulting Services for the Tulsa County Garage Roof Replacement
    - 3. Highways:
      - a. Town of Skiatook - for Constructing, Improving, Maintaining and Repairing Streets
      - b. Xerox Corporation - for Lease of Copiers for Highway Construction Office
    - 4. Human Resources:
      - a. EZSHIELD, Inc. dba IDENTITYFORCE - Benefit Service Agreement for Identity Theft Protection Services
      - b. MDLive, Inc. - for Telemedicine and Telehealth Services

5. Juvenile Bureau:
    - a. City of Broken Arrow - for Services Regarding Police Officer Contact with Juvenile Offenders and to Monetarily Support the Continued Operation of the Tulsa Area Community Intervention Center
    - b. City of Jenks - for Services Regarding Police Officer Contact with Juvenile Offenders and to Monetarily Support the Continued Operation of the Tulsa Area Community Intervention Center
    - c. CoxCom, LLC, Cox Oklahoma Telecom, LLC - Commercial Services Agreement for Telephone Services at the New Family Center for Juvenile Justice
    - d. Idemia Identity & Security USA, LLC - for Maintenance and Support of LiveScan System and Tenprint Card Printer
  6. Parks:
    - a. Lavon Clark dba Curbside Vending - Snack Vending Agreement for Tulsa County Parks for FY 2019-2020
    - b. Transfund - Merchant Agreement for Electronic Draft Capture Services
- F. Agreement Renewals:
1. Assessor - CoStar Realty Information, Inc.
  2. Board of County Commissioners - Lamar Companies
  3. INCOG:
    - a. City of Bixby - (4)
    - b. City of Broken Arrow
    - c. City of Sand Springs
    - d. City of Sapulpa
    - e. Town of Sperry
  4. IT - OneNet
  5. Parks:
    - a. ARENASERVE, LLC
    - b. BOKF, NA dba Bank of Oklahoma
    - c. Bixby Area Rotors
    - d. Bridges Foundation
    - e. City of Glenpool
    - f. City of Glenpool and Lance & Michelle Cole
    - g. Pepsi
  6. Social Services:
    - a. Community Service Council of Greater Tulsa
    - b. Douglas W. Holte, MD
- G. Request to Advertise for Qualifications - (Juvenile Bureau) - Architectural Services for Visitor Parking Lot at the Tulsa County Family Center for Juvenile Justice  
Qualifications to be received by 4:00 p.m. on 7/19/19 & to open 7/22/19 at 9:30 a.m.
- H. Inventory Resolutions:
1. Court Clerk
  2. District Attorney - (3)
  3. OSU Extension - (2)
- I. Sole Sources:
1. Engineers - Advanced Drainage Systems
  2. IT - Episerver, Inc.

- J. Utility Permit - (Engineers) - Oklahoma Natural Gas Company, a Division of ONEOK, Inc.
- K. Travel/Training:
  - 1. Board of County Commissioners
  - 2. OSU Extension - (4)
- L. Personnel Actions:
  - 1. Building Operations
  - 2. Court Services
  - 3. Election Board
  - 4. Highways
  - 5. IT
  - 6. Parks
  - 7. Social Services
- M. Juvenile Bureau Personnel Actions to Accept & File
- N. CC Health Department Documents to Accept & File:
  - 1. Agreements:
    - a. Buddy FX, LLC
    - b. MTC Investments, Inc.
    - c. Thomson Reuters
  - 2. Personnel Actions
  - 3. Travel/Training
- O. Claims to be Disallowed (payments cancelled as of 6/17-21/19)
- P. Claims (payments for bills to be paid by 6/10-14/19)
- Q. Blanket Purchase Orders and Emergency Purchase Orders Submitted from 6/17-21/19
- R. Zoning Application Hearing and Possible Action - (Tulsa Metropolitan Area Planning Commission) - CZ-485- Applicant: Danielle Pennington, Owner: Brewster, Jeffrey, Subject Property Located South of the Southwest Corner of East 106th Street North and North 129th East Avenue, Requesting to Rezone approximately 2.51 acres from RE to CS to permit a gymnastics facility. On April 3, 2019, TMAPC voted 7-1-0 to recommend the County Commission Approve Rezoning of 2.51 ± acres from RE to CS per staff recommendation

## VI. ANNOUNCEMENTS

County Events and Status Updates for Comment and Discussion from: Administrative Services, Building Operations, Court Services, Election Board, Fiscal Officer, Human Resources, Information Technology, Parks, Purchasing, Social Services, Engineering, Highways, Inspections, Sheriff, Assessor, County Clerk, Court Clerk, Treasurer, District Attorney, Presiding Judge, Juvenile Justice, Expo Square, INCOG, Tulsa Area Emergency Management Agency, OSU Extension, CC Library, CC Health Department, River Parks Authority, Levee Drainage District #12, Board of County Commissioners Chief Deputies, Director of Governmental Affairs

## VII. NEW BUSINESS

In accordance with the Open Meeting Act, Title 25 O.S. § 311.A.10, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda

## VIII. ADJOURN



(Amended Agenda of meeting was posted in the central and outside lobby of the Ray Jordan Tulsa County Administration Building on June 14, 2019 at 9:08 a.m.)

MINUTES  
Monday, June 17, 2019

The Board of County Commissioners for Tulsa County met at the hour of 9:30 a.m. with the following members present: Karen Keith, Chairman; Ron Peters, Member; Stan Sallee, Member; and Michael Willis, Tulsa County Clerk.

Karen Keith, Chairman, called the meeting to order at 9:30 a.m. and the following business was transacted:

Moved by Peters, seconded by Sallee, to approve the minutes of the Board of County Commissioners Meeting of June 10, 2019. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve and authorize, as needed, the following reports:

1. Assessor - Monthly Revolving for 5/19 (Clerk's Misc. File No. 248110)
2. Court Clerk - Monthly for 5/19 (Clerk's Misc. File No. 248111)
3. Treasurer - Depository Summary of Daily Analysis for 5/19 (Clerk's Misc. File No. 248112)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Commission, the monthly report from the Election Board for 5/19. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248175)

Moved by Sallee, seconded by Peters, to approve the Annual Inventory Certification Reports for FY 2018-2019 from the following departments:

1. Administrative Services (Clerk's Misc. File No. 248113)
2. County Clerk (Clerk's Misc. File No. 248114)
3. Treasurer (Clerk's Misc. File No. 248115)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve the Annual Cemetery Report from Social Services for FY 2018-2019. As of 6/19, there are 160 unused spaces at Green Acres Memorial Gardens and 13 unused full-sized spaces and 4 half-sized spaces at Memorial Park Cemetery. There is a total of 176 full-sized and 4 half-sized spaces available for burials. The

department does not recommend acquisition of additional spaces at this time. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248116)

Moved by Sallee, seconded by Peters, to defer the following bid/proposal awards:

1. Sheriff - Video Visitation Services for the David L. Moss (DLM) Criminal Justice Center
2. TC Departments - Agricultural Supplies

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, Amendment #1 from TC Central Garage, to the award for Ford Automotive Repair to Mark Allen GMC, CMF #245461, to renew award for one year beginning 7/29/19 with no changes to pricing or terms of the bid. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248117)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, Revision #3 to Amendment #3 of the professional services agreement with CH2M HILL, Inc., CMF #213255 (Original Agreement) and CMF #225825 (Amendment #3), for the Arkansas River Corridor Projects, reducing the contract amount by \$200,000 based on the deletion or modification of certain tasks, with a new total contract sum of \$804,990 with a new completion date of 10/31/2019. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248118)

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the amended right-of-way agreement with ONEOK Gas Transportation, LLC, replacing the previous agreement between the parties, approved on 6/3/19 CMF #247998. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248119)

Moved by Sallee, seconded by Peters, to approve the gasoline and diesel fuel quotes for the week ending 6/24/19. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248120)

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the Resolution on Disposition of Funds/Cash Fund Estimate of Needs from 5/16/19 to 6/12/19:

**60** 1 HWY TCASH 30002325 404419 APP ACT SHORT \$30,000; 2 HWY TCASH 30002325 505847 APP ACT SHORT \$30,000

- 83** 1 SHER CASH 23003600 404222 APP CASH FEE \$101,368.86; 2 SHER CASH 23003600 404220 APP CASH FEE \$25; 3 SHER CASH 23003600 404416 APP CASH FEE \$47,453.31; 4 SHER CASH 23003600 807970 APP CASH FEE \$148,847.17
- 85** 1 CO CONTRIB 23203645 404079 APP SCAAP \$129,078; 2 CO CONTRIB 23203645 506080 APP SCAAP \$129,078
- 325** 1 CO CONTRIB 23203644 506080 APP USMARSH \$210,588; 2 CO CONTRIB 23203644 404061 APP USMARSH \$210,588
- 335** 1 CO CONTRIB 23203644 506080 APP ICEHOUSING \$230,322; 2 CO CONTRIB 23203644 404062 APP ICEHOUSING \$230,322
- 344** 1 CO CONTRIB 23203644 506080 APP ICETRANS \$9,010.40; 2 CO CONTRIB 23203644 404064 APP ICETRANS \$9,010.40
- 346** 1 SHER CASH 23003605 404070 APP USM OT \$2,174.40; 2 SHER CASH 23003605 505080 APP USM OT \$2,174.40
- 367** 1 CO CONTRIB 23203644 404064 APP ICE TRANS \$4,800; 2 CO CONTRIB 23203644 506080 APP ICE TRANS \$4,800
- 399** 1 COMMISSARY 23953595 404227 APP JAIL COM \$33,048.17; 2 COMMISSARY 23953595 506450 APP JAIL COM \$33,048.17
- 411** 1 MO CER FEE 29002975 404248 APP MAY APPR \$9,660; 2 MO CER FEE 29002975 404550 APP MAY APPR \$388.47; 3 MO CER FEE 29002975 607050 APP MAY APPR \$10,048.47
- 412** 1 RESAL PROP 29103000 403120 APP MAY APPR \$572,698.23; 2 RESAL PROP 29103000 403121 APP MAY APPR \$156,612.71; 3 RESAL PROP 29103000 505010 APP MAY APPR \$251,310.94; 4 RESAL PROP 29103000 505030 APP MAY APPR \$20,000; 5 RESAL PROP 29103000 505081 APP MAY APPR \$2,500; 6 RESAL PROP 29103000 505086 APP MAY APPR \$500; 7 RESAL PROP 29103000 505110 APP MAY APPR \$25,000; 8 RESAL PROP 29103000 505120 APP MAY APPR \$25,000; 9 RESAL PROP 29103000 505140 APP MAY APPR \$25,000; 10 RESAL PROP 29103000 505199 APP MAY APPR \$10,000; 11 RESAL PROP 29103000 505539 APP MAY APPR \$20,000; 12 RESAL PROP 29103000 506185 APP MAY APPR \$300,000; 13 RESAL PROP 29103000 506450 APP MAY APPR \$50,000
- 428** 1 CO CONTRIB 23203644 404067 APP USMARSHTRA \$690.34; 2 CO CONTRIB 23203644 506080 APP USMARSHTRA \$690.34
- 434** 1 RISK MGMT 20101625 404521 APP RISK MGMT \$130,332.57; 2 RISK MGMT 20101625 505170 APP RISK MGMT \$130,332.57; 3 RISK MGMT 20101635 404542 APP RISK MGMT \$64,066.94; 4 RISK MGMT 20101635 505144 APP RISK MGMT \$64,066.94; 5 RISK MGMT 20101640 404542 APP RISK MGMT \$21,425.26; 6 RISK MGMT 20101640 505144 APP RISK MGMT \$21,425.26
- 475** 1 SPEC COURT 22504325 404251 APP DCUSEFEE \$3,060; 2 SPEC COURT 22504325 506130 APP DCUSEFEE \$3,060
- 478** 1 CO CONTRIB 23203644 505969 APP SOC SEC \$10,300; 2 CO CONTRIB 23203644 404070 APP SOC SEC \$10,300
- 481** 1 CO CONTRIB 23203646 404044 APP BOND FEES \$6,038.88; 2 CO CONTRIB 23203646 505969 APP BOND FEES \$6,038.88
- 485** 1 LAW LIBR 41008000 404091 APP REVTOEXP \$28,719.36; 2 LAW LIBR 41008000 404410 APP REVTOEXP \$1,013.05; 3 LAW LIBR 41008000 404501 APP REVTOEXP \$99.26; 4 LAW LIBR 41008000 505081 APP REVTOEXP \$621.85; 5 LAW LIBR 41008000 505110 APP REVTOEXP \$1,000; 6 LAW LIBR 41008000 505670 APP REVTOEXP \$28,209.82
- 487** 1 SPEC COURT 22504325 404059 APP DC GRANT \$40,729.13; 2 SPEC COURT 22504325 506130 APP DC GRANT \$40,729.13
- 636** 1 SPEC COURT 22504350 404059 APP MH COURT \$20,531.25; 2 SPEC COURT 22504350 506130 APP MH COURT \$20,531.25
- 647** 1 SHER CASH 23003650 404226 APP CASH FEE \$30,579.95; 2 SHER CASH 23003650 505010 APP CASH FEE \$10,000; 3 SHER CASH 23003650 505110 APP CASH FEE \$5,000; 4 SHER CASH 23003650 505120 APP CASH FEE \$5,000; 5 SHER CASH 23003650 505140 APP CASH FEE \$10,579.95; 6 SHER CASH 23003600 404025 APP CASH FEE \$150; 7 SHER CASH 23003600 807970 APP CASH FEE \$150
- 650** 1 SPEC PROJ 27002825 404079 APP CDBG ADMIN \$17,540.55; 2 SPEC PROJ 27002825 506082 APP CDBG ADMIN \$17,540.55

- 651** 1 SPEC PROJ 27004850 404079 APP HOME ADMIN \$6,712.45; 2 SPEC PROJ 27004850 506130 APP HOME ADMIN \$6,712.45
- 652** 1 SPEC PROJ 27004850 404079 APP CARDASSIST \$11,459.75; 2 SPEC PROJ 27004850 506130 APP CARDASSIST \$11,459.75
- 833** 1 SHER CASH 23003600 404221 APP CASH FEE \$290; 2 SHER CASH 23003600 807970 APP CASH FEE \$290; 3 SHER CASH 23003650 404226 APP CASH FEE \$31,597.35; 4 SHER CASH 23003650 505010 APP CASH FEE \$31,597.35; 5 SHER CASH 23003603 404509 APP CASH FEE \$87,246.64; 6 SHER CASH 23003603 505010 APP CASH FEE \$50,000; 7 SHER CASH 23003603 505120 APP CASH FEE \$17,246.64; 8 SHER CASH 23003603 505140 APP CASH FEE \$10,000; 9 SHER CASH 23003603 505086 APP CASH FEE \$1,000; 10 SHER CASH 23003603 505081 APP CASH FEE \$9,000
- 970** 1 COUNTY DEB 54007600 403110 APP DEBTSERV \$474,860.02; 2 COUNTY DEB 54007600 403111 APP DEBTSERV \$3,066.35; 3 COUNTY DEB 54007600 707210 APP DEBTSERV \$477,926.37
- 988** 1 COMMISSARY 23953595 404227 APP JAIL COM \$35,867.84; 2 COMMISSARY 23953595 505120 APP JAIL COM \$35,867.84
- 1025** 1 DRAIN 12 43007950 404459 APP DC8M1 \$8,003.36; 2 DRAIN 12 43007950 607031 APP DC8M1 \$8,003.36
- 1077** 1 SPEC COURT 22504350 404059 APP MHCOURT \$20,531.25; 2 SPEC COURT 22504350 506130 APP MHCOURT \$20,531.25
- 1100** 1 CRT CL REV 20404026 404079 APP CT13V \$11,586; 2 CRT CL REV 20404026 506082 APP CT13V \$11,586
- 1101** 1 LAW LIBR 41008000 404410 APP REVTOEXP \$1,185.90; 2 LAW LIBR 41008000 505081 APP REVTOEXP \$1,185.90
- 1247** 1 COMMISSARY 23953595 404227 APP JAIL COM \$34,505.55; 2 COMMISSARY 23953595 807970 APP JAIL COM \$34,505.55
- 1254** 1 CO CONTRIB 23203644 404067 APP US MARSH \$1,138.06; 2 CO CONTRIB 23203644 506080 APP US MARSH \$1,138.06
- 1258** 1 CO CONTRIB 23203646 404228 APP ATM DEPOT \$155; 2 CO CONTRIB 23203646 505969 APP ATM DEPOT \$155
- 1312** 1 COMMISSARY 23953595 404227 APP CSG \$38,182.45; 2 COMMISSARY 23953595 506082 APP CSG \$38,182.45
- 1320** 1 LAW LIBR 41008000 404410 APP REVTOEXP \$1,019.40; 2 LAW LIBR 41008000 505081 APP REVTOEXP \$500; 3 LAW LIBR 41008000 505670 APP REVTOEXP \$519.40
- 1397** 1 COMMISSARY 23953595 404227 APP JAIL COM \$32,845.64; 2 COMMISSARY 23953595 807970 APP JAIL COM \$32,845.64
- 1442** 1 CO CONTRIB 23203644 404041 APP ODOC \$69,255; 2 CO CONTRIB 23203644 506080 APP ODOC \$69,255
- 1445** 1 SHER CASH 23003605 404070 APP CASH FEE \$256.69; 2 SHER CASH 23003605 404070 APP CASH FEE \$543.60; 3 SHER CASH 23003605 404070 APP CASH FEE \$417.23; 4 SHER CASH 23003605 404070 APP CASH FEE \$15,421.69; 5 SHER CASH 23003605 505080 APP CASH FEE \$15,000; 6 SHER CASH 23003605 505110 APP CASH FEE \$825.60; 7 SHER CASH 23003605 505170 APP CASH FEE \$813.61; 8 SHER CASH 23003600 404416 APP CASH FEE \$45,413.36; 9 SHER CASH 23003600 807970 APP CASH FEE \$45,413.36; 10 SHER CASH 23003625 404059 APP CASH FEE \$5,098.02; 11 SHER CASH 23003625 505080 APP CASH FEE \$5,098.02; 12 SHER CASH 23003604 404927 APP CASH FEE \$40,724.14; 13 SHER CASH 23003604 807970 APP CASH FEE \$40,724.14; 14 SHER CASH 23003600 404416 APP CASH FEE \$21,649.59; 15 SHER CASH 23003600 807970 APP CASH FEE \$21,649.59
- 1452** 1 CO CONTRIB 23203646 404023 APP 2320 REV \$24,118.46; 2 CO CONTRIB 23203646 404523 APP 2320 REV \$1,199; 3 CO CONTRIB 23203646 404450 APP 2320 REV \$15.05; 4 CO CONTRIB 23203646 404550 APP 2320 REV \$102.99; 5 CO CONTRIB 23203646 505969 APP 2320 REV \$25,435.50
- 1471** 1 CJA OPER 40507651 404407 APP CJA APP \$34,887.51; 2 CJA OPER 40507651 404993 APP CJA APP \$863.42; 3 CJA OPER 40507651 404509 APP CJA APP \$51,825.96; 4 CJA OPER 40507651 404511 APP CJA APP \$170; 5 CJA OPER 40507651 404512 APP CJA APP \$1,257.90; 6 CJA OPER 40507651 505894 APP CJA APP \$34,887.51; 7 CJA OPER 40507651 505010 APP CJA APP \$863.42; 8 CJA

OPER 40507651 505010 APP CJA APP \$51,825.96; 9 CJA OPER 40507651 505892 APP CJA APP \$170; 10 CJA OPER 40507651 505845 APP CJA APP \$1,257.90

**1487** 1 CJA OPER 40507651 505010 APP JAIL PR \$540,198.68; 2 CJA OPER 40507651 505030 APP JAIL PR \$4,121.25; 3 CJA OPER 40507651 505080 APP JAIL PR \$59,606.46; 4 CJA OPER 40507651 505081 APP JAIL PR \$25,306.29; 5 CJA OPER 40507651 505110 APP JAIL PR \$46,409.05; 6 CJA OPER 40507651 505120 APP JAIL PR \$75,748.66; 7 CJA OPER 40507651 505130 APP JAIL PR \$965.20; 8 CJA OPER 40507651 505140 APP JAIL PR \$72,461.90; 9 CJA OPER 40507651 505145 APP JAIL PR \$4,085.04; 10 CJA OPER 40507651 505150 APP JAIL PR \$615.57; 11 CJA OPER 40507651 505170 APP JAIL PR \$26,648.06; 12 CJA OPER 40507651 505180 APP JAIL PR \$1,259.37; 13 CJA OPER 40507651 505185 APP JAIL PR \$200.05; 14 CJA OPER 40507651 505195 APP JAIL PR \$3,087.34; 15 CJA OPER 40507651 505198 APP JAIL PR \$4,601.87; 16 CJA OPER 40507651 505199 APP JAIL PR \$6,587.62; 17 CJA OPER 40507651 505010 APP JAIL PR \$438,202.38; 18 CJA OPER 40507651 505081 APP JAIL PR \$6,553.34; 19 CJA OPER 40507651 505086 APP JAIL PR \$25; 20 CJA OPER 40507651 505110 APP JAIL PR \$35,847.92; 21 CJA OPER 40507651 505120 APP JAIL PR \$68,603.86; 22 CJA OPER 40507651 505130 APP JAIL PR \$879.77; 23 CJA OPER 40507651 505140 APP JAIL PR \$72,680.73; 24 CJA OPER 40507651 505145 APP JAIL PR \$3,648.17; 25 CJA OPER 40507651 505150 APP JAIL PR \$521.27; 26 CJA OPER 40507651 505170 APP JAIL PR \$21,230.87; 27 CJA OPER 40507651 505185 APP JAIL PR \$118.95; 28 CJA OPER 40507651 505195 APP JAIL PR \$3,652.66; 29 CJA OPER 40507651 505198 APP JAIL PR \$4,678.13; 30 CJA OPER 40507651 505199 APP JAIL PR \$9,768.44; 31 CJA OPER 40507651 505010 APP JAIL PR \$109,023.76; 32 CJA OPER 40507651 505030 APP JAIL PR \$4,769.75; 33 CJA OPER 40507651 505080 APP JAIL PR \$161.48; 34 CJA OPER 40507651 505081 APP JAIL PR \$3,026.25; 35 CJA OPER 40507651 505086 APP JAIL PR \$5; 36 CJA OPER 40507651 505110 APP JAIL PR \$8,438.39; 37 CJA OPER 40507651 505120 APP JAIL PR \$15,263.32; 38 CJA OPER 40507651 505130 APP JAIL PR \$192.72; 39 CJA OPER 40507651 505140 APP JAIL PR \$16,345; 40 CJA OPER 40507651 505145 APP JAIL PR \$851.54; 41 CJA OPER 40507651 505150 APP JAIL PR \$143.57; 42 CJA OPER 40507651 505170 APP JAIL PR \$2,447.99; 43 CJA OPER 40507651 505185 APP JAIL PR \$35; 44 CJA OPER 40507651 505195 APP JAIL PR \$800; 45 CJA OPER 40507651 505198 APP JAIL PR \$960; 46 CJA OPER 40507651 505199 APP JAIL PR \$1,674.86; 47 CJA OPER 40507651 505894 APP JAIL PR \$44,242; 48 CJA OPER 40507651 505909 APP JAIL PR \$421,829; 49 CJA OPER 40507651 506080 APP JAIL PR \$259,894.45; 50 CJA OPER 40507651 442500 APP JAIL PR \$2,428,417.98

**1512** 1 SPEC PROJ 27004750 404299 APP E911PAY \$97,294.37; 2 SPEC PROJ 27004750 505010 APP E911PAY \$42,473.82; 3 SPEC PROJ 27004750 505030 APP E911PAY \$7,442.40; 4 SPEC PROJ 27004750 505081 APP E911PAY \$2,471.92; 5 SPEC PROJ 27004750 505110 APP E911PAY \$3,800.25; 6 SPEC PROJ 27004750 505120 APP E911PAY \$5,946.33; 7 SPEC PROJ 27004750 505130 APP E911PAY \$64.45; 8 SPEC PROJ 27004750 505140 APP E911PAY \$5,852.97; 9 SPEC PROJ 27004750 505145 APP E911PAY \$393.54; 10 SPEC PROJ 27004750 505150 APP E911PAY \$52.74; 11 SPEC PROJ 27004750 505170 APP E911PAY \$131; 12 SPEC PROJ 27004750 505180 APP E911PAY \$0.01; 13 SPEC PROJ 27004750 505185 APP E911PAY \$13; 14 SPEC PROJ 27004750 505195 APP E911PAY \$300; 15 SPEC PROJ 27004750 505198 APP E911PAY \$400; 16 SPEC PROJ 27004750 505199 APP E911PAY \$650.30; 17 SPEC PROJ 27004750 506135 APP E911PAY \$27,301.64

**1524** 1 CO CONTRIB 23203649 505010 APP JAIL PR \$40,315.33; 2 CO CONTRIB 23203649 505080 APP JAIL PR \$4,202.94; 3 CO CONTRIB 23203649 505081 APP JAIL PR \$1,290.37; 4 CO CONTRIB 23203649 505086 APP JAIL PR \$5; 5 CO CONTRIB 23203649 505110 APP JAIL PR \$3,339.42; 6 CO CONTRIB 23203649 505120 APP JAIL PR \$5,644.15; 7 CO CONTRIB 23203649 505130 APP JAIL PR \$69.87; 8 CO CONTRIB 23203649 505140 APP JAIL PR \$6,774.89; 9 CO CONTRIB 23203649 505145 APP JAIL PR \$304.94; 10 CO CONTRIB 23203649 505150 APP JAIL PR \$41.02; 11 CO CONTRIB 23203649 505170 APP JAIL PR \$1,675.25; 12 CO CONTRIB 23203649 505185 APP JAIL PR \$14; 13 CO CONTRIB 23203649 505195 APP JAIL PR \$175; 14 CO CONTRIB 23203649 505198 APP JAIL PR \$400; 15 CO CONTRIB 23203649 505199 APP JAIL PR \$606.57; 16 CO CONTRIB 23203649

505969 APP JAIL PR \$94,208.93; 17 CO CONTRIB 23203649 444800 APP JAIL PR \$159,067.68

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248121)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the request from the Board of County Commissioners, for the credit application with Timmons Oil Company, Inc., to establish an account for Tulsa County. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248176)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the following requests from Human Resources:

1. Proposal from Arthur J. Gallagher Risk Management Services, Inc., for Excess Workers Compensation Policy with Safety National Casualty Corporation (Clerk's Misc. File No. 248122)
2. for authorization of Plan Sponsor Web Portal User Access for Lori Cherrington at Expo Square for Tulsa County 401(a) and 457 plans managed by BOKF, NA (Clerk's Misc. File No. 248123)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve the following requests from Social Services:

1. to accept donations from Community Food Bank; various nursing homes; and various individuals of food; medications; and various items for 4/19 (Clerk's Misc. File No. 248124)
2. to accept donations from Community Food Bank; various nursing homes; and various individuals of food; medications; and various items for 5/19 (Clerk's Misc. File No. 248125)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the resolution from the Employees' Retirement System of Tulsa County changing the contribution rate for the employer and employee of the Employees' Retirement System of Tulsa County, Oklahoma. The funding level will be set at 17.50% of the base salary of each employee-member effective 7/1/19 and will be set at 18.50% of the base salary of each employee-member effective 1/1/20. The Tulsa County Employer's contribution will increase to 15% of the base salary of each employee-member effective 7/1/19 and the employee-member contribution will increase from 2.50% to 3.50% of the base salary of each employee-member effective 1/1/20. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248126)

Moved by Peters, seconded by Sallee, to approve the recommendation of the District Attorney for Tort Claim, TC-2019-19, Claimant: Larry Goldesberry, Jr., to approve in the amount of \$5,145.65 for incident on 5/2/19. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248127)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the renewal agreement from the Assessor with LexisNexis Risk Solutions FL, Inc., for Accurint services for FY 2019-2020; cost of \$105/mo. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248128)

Moved by Peters, seconded by Sallee, to defer the agreement from the Board of County Commissioners with the Department of the Army for design for the Arkansas River Corridor Ecosystem Restoration Project Design. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve and authorize execution, as needed, the following agreements from the Board of County Commissioners:

- a. L2M, LLC - for administration of claims related to the May 2019 Flooding Emergency in Tulsa County (Clerk's Misc. File No. 248129)
- b. Metro Roofing Company, LLC - for trade contractor agreement for roofing for Tulsa County "HQ" Administration Building Renovations (Clerk's Misc. File No. 248130)
- c. Oakridge Builders, a Division of Flintco, LLC - for trade contractor agreement for concrete for Tulsa County "HQ" Administration Building Renovations (Clerk's Misc. File No. 248131)
- d. Oklahoma Waterproofing Company - for trade contractor agreement for waterproofing for Tulsa County "HQ" Administration Building Renovations (Clerk's Misc. File No. 248132)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the agreement from the Court Clerk with Wycom Systems, Inc., for license and support for WySign product for FY 2019-2020. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248133)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the agreement from Engineers with Washington County Rural Water District #3 for utility relocation for improvements to N. 137th E. Ave. over Horsepen Creek, Project No. 33566(04). Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248134)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the agreement from Human Resources with Vision Services Plan, Inc. Oklahoma for Group Vision Care Policy for FY 2019-2020. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248135)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the following agreements from the Treasurer:

1. BOKF, NA dba Bank of Oklahoma - for warrant and credit reimbursement (Clerk's Misc. File No. 248136)
2. JRW, Inc./Financial Equipment Company - for service covering parts and labor for maintenance service rendered on various equipment for FY 2019-2020; cost of \$6,659 (Clerk's Misc. File No. 248137)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the following agreement renewals:

1. Administrative Services - JD Young - for renewal of CMF #245782 for FY 2019-2020 (Clerk's Misc. File No. 248138)
2. Board of County Commissioners - Tulsa City-County Health Department - for renewal of CMF #246198 for FY 2019-2020 (Clerk's Misc. File No. 248139)
3. Employees' Retirement System of Tulsa County:
  - a. &CO - for renewal of CMF #245083 for FY 2019-2020 (Clerk's Misc. File No. 248140)
  - b. Milliman, Inc. - for renewal of CMF #244973 for FY 2019-2020 (Clerk's Misc. File No. 248141)
4. Highways - ImageNet Consulting, LLC - for renewal of CMF #244269 for FY 2019-2020 (Clerk's Misc. File No. 248142)
5. Human Resources - Gallagher Benefit Services, Inc. - for renewal of CMF #245228 for FY 2019-2020 (Clerk's Misc. File No. 248143)
6. IT - ConvergeOne, Inc. - for renewal of CMF #245291 for FY 2019-2020 (Clerk's Misc. File No. 248144)
7. Juvenile Bureau - ImageNet Consulting, LLC - for renewal of CMF #245086 for FY 2019-2020 (Clerk's Misc. File No. 248145)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to defer the agreement renewal from Parks with Tulsa Little League for renewal of CMF #245426 for FY 2019-2020. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the following inventory resolutions:

1. Fiscal Office - junked; Heimann System Security X-Ray Scanner, SN 22417, purch. 3/19/02 for \$31,765 ea.; 2-Heimann System Security X-Ray Scanners, SN 23677, 23687, purch. 5/14/02 for \$31,765 ea. (Clerk's Misc. File No. 248146)
2. IT - junked; 2-HP CTO Only DL380 GEN9 8SFF CTO Servers, SN USE626745A, USE626745B, purch. 8/4/16 for \$31,012.46 ea.; Poweredge R720 and Accessories, SN HBH8WW1, purch. 2/11/13 for \$13,863.65; Dell Poweredge 720 Server, SN DMG39Y1, purch. 9/11/13 for \$7,358.45; Dell Power Edge 720 Server, SN



604Y8Z1, purch. 11/4/13 for \$8,422.74; 2-HP DL380 GEN9 E5-2690V3 SRV MFG#803, SN MXQ529013R, MXQ534052H, purch. 10/5/15 for \$11,580 ea. (Clerk's Misc. File No. 248147)

3. Sheriff:

- a. junked; Portable Steam Table, SN 52006160046, purch. 1/17/83 for \$576 (Clerk's Misc. File No. 248148)
- b. junked; XTS5000 Hand Held Radio, SN 721CGD1939, purch. 2/22/06 for \$3,733; 2-Motorola XTS-5000 H/H Radios, SN 721CFT7771, 721CFT7762, purch. 9/28/05 for \$4,133 ea.; Motorola XTS5000 H/H Radio, SN 721CJT1172, purch. 9/15/08 for \$4,112; Not Found in Munis, 5-Motorola XTS5000 H/H Radios, 721CNV0447, 721CMX0164, 721CNV0451, 721CNV0472, 721CMX0181, purch. on unknown date for unknown amount (Clerk's Misc. File No. 248149)
- c. junked; 3-Federal Unitrol Touchmasters, SN C51411, C51387, C51389, purch. 11/28/01 for \$534.60 ea.; 5-Unitrol Controllers, SN E1094, E1088, E1084, E1082, E1086, purch. 3/8/04 for \$540.60 ea.; 17-Federal Unitrol Siren Controllers, SN 52003160096, 52003160097, 52003160098, 52003160099, 52003160100, 52003160101, 52003160102, 52003160103, 52003160104, 52003160105, 52003160106, 52003160107, 52003160108, 52003160109, 52003160110, 52003160111, A39572, purch. 12/19/06 for \$593.20 ea.; 2-APX6500 7/800 MHZ Mid Power Mobiles, SN 527CRZ6077, 527CRZ6154, purch. 12/1/15 for \$4,102.76 ea. (Clerk's Misc. File No. 248150)
- d. recycled; 6-MPH Radar Units, SN K55267000070, K55267000080, K55267000092, K55267000076, K55267000075, K55267000017, purch. 6/24/92 for \$995 ea.; Python Radar Unit Antenna, SN 380000487, purch. 4/17/97 for \$1,400; Decatur Elect. Genesis, I Radar Unit, SN G13141, purch. 9/29/00 for \$1,169; 2-Decatur, Inc. Genesis Handheld Radar Units, SN 05747, 05754, purch. 10/31/00 for \$799 ea.; Genesis I In-Car Radar Unit by Decatur, SN G15965, purch. 10/31/00 for \$1,169; Decatur Elect. Genesis In-Car Radar Unit, SN G16071, purch. 11/21/00 for \$1,169; Decatur Genesis GHS Handheld Radar, SN GHS05801, purch. 1/30/01 for \$799; 7-Decatur Genesis I GDB Radar Systems w/K-B, SN G16160, G16167, G16168, G16169, G16171, G16173, G16177, purch. 2/1/01 for \$1,169 ea.; 7-Genesis Handheld Directional Radars, SN GHD06911, GHD06912, GHD06914, GHD06944, GHD06946, GHD06952, GHD06954, purch. 8/2/06 for \$495 ea. (Clerk's Misc. File No. 248151)
- e. junked; Chair Recliner, Rocker, SN 1020577, purch. 11/3/05 for \$737.73; 30-Stools No Arms Domore Navy, 1020586, 1020587, 1020588, 1020589, 1020590, 1020591, 1020592, 1020593, 1020594, 1020595, 1020596, 1020597, 1020598, 1020599, 1020600, 1020601, 1020602, 1020603, 1020604, 1020605, 1020606, 1020607, 1020608, 1020609, 1020610, 1020611, 1020612, 1020613, 1020614, 1020615, purch. 10/3/07 for \$739 ea.; Hon Lateral File, 1040252, purch. 6/17/08 for \$726.90; Hon Db1 Pedestal Desk 72X36, SN 1050208, purch. 6/16/08 for \$643.20; Desk 66X30 and Left Hand Return; SN 1050209, purch. 7/16/08 for \$869.73; Desk 66X30 with Right Return, SN 1050214, purch. 9/28/08 for \$869.73; Visual Laminate Cabinet-Gray Bulletin Board, SN 50001120001, purch. 6/27/90 for \$569.50; Video Surveillance System, SN VPOMINPRO, purch. 9/28/07 for \$45,655; Black No-Touch 17" Monitor w/Adj. Stand, SN DSFAP17BLK, purch. 8/20/07 for \$917; Segway 2 Wheel Human Transport, SN 042281010525, purch. 3/2/06 for \$3,989; Power Washer Sprayer, SN 10207308, purch. 7/28/05 for \$2,372.09; Sony KDL-26L5000-26" LCD Television, SN 52006000005, purch. 3/19/09 for \$599; Storage Works Enclosure Model 4354R Rack, Asset No. 0011404, purch. 2/7/01 for \$2,882; 10-19 Inch LCD Accutouch Monitors, SN 925LTR5262538K, 925LTR5322648K, 925LTR5262400K, 925LTR5262440K, 925LTR5388646K, 925LTR5322649K, 925LTR5262435K, 925LTR5322647K, 925LTR5388650K, 925LTR5422773K, purch. 10/28/05 for \$1,025.96 ea.; 2-Duramark Beds w/Sidebars, SN 58855010001, 58855010002, purch. 1/11/02 for \$625 ea.; 2-6 Point Leather Lockable Restraints, SN 58855140001, 58855140002, purch. 1/11/02 for \$585 ea.; 2-ELO 19 Inch Touchscreens LCD, SN 925LTR6453776K, 925LTR6454023K, purch. 7/24/07 for \$863.96 ea.; Sony KDL-37L5000, 37"

LCD, TV BB109, Asset No. 10971, purch. 12/8/09 for \$699.99; 10' X 20' Free Standing Shelter, Asset No. 10831, purch. 8/6/09 for \$1,558.20; Vistaplex Digital Recording Server, SN V3R9A.21074, purch. 2/28/11 for \$4,278; CO #2 Stainless Steel Chasers, Asset No. 12291, purch. 3/15/11 for \$8,321.98; Gemini, Asset No. 12377, purch. 6/30/11 for \$5,840.93; Hilti 3483121 DD150-U Hand Coring, SN DD150-U, purch. 5/3/12 for \$1,810.01; My Pro Ambulance Cot, SN 120440738, purch. 5/8/12 for \$4,351.51; Vacuum Pump VP-U 120V, SN 20918656, purch. 4/23/12 for \$546.71; ELO Touchsystems 1928 L 19 IN, SN G11C028399, purch. 12/22/11 for \$697.49; 3-Ergocraft HD Stools, Asset Nos. 13131, 13132, 13133, purch. 10/13/11 for \$549 ea.; 2-OSP Big Man Chairs, Black Mesh, Asset Nos. 13445, 13446, purch. 7/13/12 for \$533 ea.; OSP Big Man Chair, Black Mesh, Asset No. 13448, purch. 8/10/12 for \$533; 2-Heavy Wheelchairs, #4FE7, Asset Nos. 13521, 13522, purch. 8/22/12 for \$599.85 ea.; DS5 Automatic Door Opener, Left Hand, Asset No. 13523, purch. 10/12/12 for \$1,200; 6-Elkay WCL19230SDC Wheelchair Packages, Asset Nos. 13698, 13699, 13700, 13701, 13702, 13703, purch. 10/1/12 for \$1,124.13 ea.; ECO Sensor, A-21ZX Hand Held Digital, SN 57353, purch. 10/22/12 for \$799; 2-Insinger, 1518-90, Food Waste Collectors, Asset Nos. 14028, 14029, purch. 4/11/13 for \$1,145.92 ea.; 400 Advantage Stand, Asset No. 14315, purch. 7/9/12 for \$600; Insinger, 1518-90, Food Waste Collector, Asset No. 14321, purch. 9/13/12 for \$888.50; Safety Fencing for Jail Kitchen, Asset No. 14479, purch. 12/17/12 for \$3,378; Mobile Bin Cart, SN CT122S18-PB, purch. 9/4/12 for \$664.65; 8-Big Man Black Mesh Chairs, Asset No. 14938, 14955, 14956, 15607, 15608, 15609, 15610, 15611, purch. 12/13/12 for \$533.91 ea.; Big Man Black Mesh Chair, Asset No. 14944, purch. 1/16/13 for \$533.91; Python DX 111A Body Armor, Asset No. 14946, purch. 11/9/12 for \$519.08; Big Man Black Mesh Chair, Asset No. 14972, purch. 12/18/12 for \$533.91; Speed Queen Washer AWN412, SN 1302029409, purch. 4/8/13 for \$629; DSS-QC64XEON-QGWS, 2X Quadcore Xeon, Asset No. 15553, purch. 12/13/12 for \$2,495; ALE Chair, Executive, Swivel OXB, Asset No. 15596, purch. 12/13/12 for \$529.99; Reliable Air Compressor Model 3LBA, Asset No. 15695, purch. 2/4/13 for \$900; 2-Insinger, 1518-90, Food Waste Collectors, Asset Nos. 16659, 16660, purch. 5/9/14 for \$667.11 ea.; 2-OSP Big Man Chairs, Black Mesh, Asset Nos. 16289, 16290, purch. 10/31/13 for \$564.99 ea.; Canon Imagerunner 50201, SN JCM01423A, purch. 10/20/07 for \$4,700; 2-Dell Laptops 110L, SN 7KR4J91, DKR4J91, purch. 2/23/06 for \$1,421.42 ea.; 5-Dell Laptop Computers D520, SN G6HN5B1, 47HN5B1, 77HN5B1, 38HN5B1, C8HN5B1, purch. 6/22/06 for \$1,261.44 ea.; Workstation w/Windows XP, SN DDN9155, purch. 8/20/07 for \$4,050; 3-Dell Laptops Latitude D830, SN 3TLSJH1, 9TLSJH1, 6TLSJH1, purch. 10/10/08 for \$1,250.34 ea.; Lexmark Laser Printer, SN 792XYDC, purch. 2/26/09 for \$1,307.99; 2-Dell Optiplex, SN J8QDLG1, J8R6JG1, purch. 3/11/09 for \$1,061.69 ea.; Proliant PLDL580RPIII700X-2M, SN D105DYV1K042, purch. 2/7/01 for \$10,691; COMSDRAM PC 100MHZ 512MB (4X128MB), Asset No. 0011403, purch. 2/7/01 for \$942; 2-Minolta Magicolor Laser Printers, SN 531050448, 5310050383, purch. 2/14/03 for \$799 ea.; Z320 Video Capture Board, SN 03122212, purch. 8/25/03 for \$1,005; 6-Dell Optiplex GX270T Computer Systems, SN 95NLQ31, ITNLQ31, 8TNLQ31, PTNLQ31, 7VNLQ31, 8VNLQ31, purch. 11/7/03 for \$1,372 ea.; 5-Lexmark T634N Laser Printers, SN 991PKF3, 991PK9W, 991PK9Y, 991PK9K, 991PK9M, purch. 6/29/04 for \$1,710 ea.; Dell Optiplex Computer, SN 14CF251, purch. 6/15/04 for \$1,566.96; 9-Dell Pentium 4 Computers with Monitors, SN 4K2ZQ91, 2T2ZQ91, 9W2ZQ91, 7V2ZQ91, LJQ3R91, BGQ3R91, GLQ3R91, FNQ3R91, HFQ3R91, purch. 4/5/06 for \$922.89 ea.; Lexmark C524N Printer, SN 9413HV5, purch. 9/18/06 for \$681.24; 3-HP Procure Swith 2650, SN CN716SDO6F, CN716SDOQV, CN716SDONO, purch. 6/22/07 for \$691 ea.; APC Smart UPS, SN JSO710014293, purch. 6/21/07 for \$774.74; 3-Dell Optiplex 745SFF PC, SN 2OCV5D1, 55CV5D1, CYBV5D1, purch. 7/6/07 for \$716.10 ea.; 2-Dell Optiplex 745MT Pentium PC, SN C89H5D1, G89H5D1, purch. 7/6/07 for \$1,160.83 ea.; 8-Dell Optiplex 755 SFF Duo Core Processors, SN 6CXV4G1, 7GXV4G1, 43YV4G1, 5Z3S4G1, 3Z3S4G1, GY3S4G1, 7Z3S4G1, JY3S4G1, purch. 4/28/08 for \$860.69 ea.; 4-Lexmark T644TN Monochrome Laser

Printers, SN S79253P4, S7925DMP, S792CGZC, S792CGY6, purch. 5/1/08 for \$1,454.79 ea.; Lexmark T644TN Laser Printer for Inmate, SN S792LDWY, purch. 9/25/08 for \$1,295.04; Dell Optiplex Computer, SN 2TB1SH1, purch. 12/15/08 for \$1,043.35; 4-Optiplex 760 PSU, SN BX7S3J1, 6X7S3J1, 3X7S3J1, 7X7S3J1, purch. 2/2/09 for \$1,077.30 ea.; Lexmark Color Laser Printer, SN 942FVX2, purch. 2/9/09 for \$672.05; Brother MFC 9840 CDW Fax Machine, Asset No. 10489, purch. 5/8/09 for \$814.99; 2-Panasonic Toughbooks 30, SN 9KKYA97036, 9KKYA98099, purch. 12/23/09 for \$4,258.63 ea.; Dell Optiplex 780 SFF, Quad Core Processor, SN 9C98GM1, purch. 4/22/10 for \$1,193.64; Dell Optiplex 780 SFF, Duo Core Processor, SN BZNR3M1, purch. 3/03/10 for \$1,171.80; 2-Dell Optiplex 780 SFF, Duo Core Processors, SN FPMK3M1, DPMK3M1, purch. 2/26/10 for \$1,098.72 ea.; Lexmark T650N Laser Printer-MFG, SN S793Z796, purch. 4/13/10 for \$794.88; Dell Optiplex 780 SFF, Quad Core Processor, SN 1IDONTK, purch. 12/3/10 for \$1,301.16; Dell Optiplex 780 SFF, Duo Core Processor, SN 96DLMN1, purch. 10/27/10 for \$1,348.75; Lexmark T650N Laser Printer-MFG, SN S79493DX, purch. 12/6/10 for \$728.36; Dell Optiplex 780 SFF, Quad Core Processor, SN 1X4GB, purch. 12/8/10 for \$1,212.65; Lexmark C736N Color Laser Printer, SN S9443C745, purch. 3/22/11 for \$633.42; 29-Dell Optiplex 780 SFF, Quad Core Processors, SN 1Z0WCP1, 1Z3WCP1, 1Z4TCP1, 1Z4VCP1, 1Z4WCP1, 1Z5WCP1, 1Z6TCP1, 1Z7VCP1, 1Z7WCP1, 1Z9VCP1, 1YJSCP1, 1YJWCP1, 1YKSCP1, 1YKTCP1, 1YKVCP1, 1YLSCP1, 1YLVCP1, 1YMSCP1, 1YNTCP1, 1YPSCP1, 1YRSCP1, 1YRTCP1, 1YSVCP1, 1YTSCP1, 1YTVCP1, 1YVSCP1, 1YVTCP1, 1YWSCP1, 1YYSCP1, purch. 3/2/11 for \$1,023.67 ea.; Dell Optiplex 780 SFF, Quad Core Processor, SN 9QCDMN1, purch. 10/26/10 for \$1,309.74; Lexmark T650N Laser Printer, SN S794B05T, purch. 5/10/11 for \$689.60; Brother MFC 9970 CDW Fax Machine, Asset No. 12717, purch. 12/16/11 for \$877.70; Brother MFC9970 Printer/Fax, Asset No. 12719, purch. 1/30/12 for \$877.70; 3-Dell Optiplex 990 SFF, Intel Core I, SN FT50XR1, FT60XR1, FT52XR1, purch. 12/1/11 for \$1,217.30 ea.; Canon DR-7550C High Speed Color Scanner, SN EY305705, purch. 6/4/12 for \$4,742.50; 2-Dell Optiplex 990 SFF, Intel Core I, SN 60824V1, 60924V1, purch. 5/30/12 for \$1,443.74 ea.; Lexmark T650N Laser Printer - MFG, SN S7951P37, purch. 7/6/12 for \$574.30; Dell Optiplex 990 SFF, Intel Core I, SN FSJ1C0207660, purch. 11/30/11 for \$1,212.20; 3-Dell Optiplex 990 SFF, Intel Core I, SN FSJ250303605, FSJ250303606, FSJ250303604, purch. 5/3/12 for \$1,260.22 ea.; Lexmark C736N Color Laser Printer, SN S9425C78, purch. 10/14/11 for \$803.36; Poweredge 216DS, SN JH36DQ1, purch. 9/23/11 for \$3,411.02; Lexmark T650N Laser Printer, SN S794VBM8, purch. 9/26/11 for \$694.96; Dell Optiplex 780 SFF, SN 91THKQ1, purch. 7/1/11 for \$1,113.75; Lexmark T650N Laser Printer, SN S794LOW6, purch. 7/1/11 for \$689.60; 3-Dell Optiplex 990 SFF, SN J4L3LS1, J4KZKS1, J4L1LS1, purch. 3/14/12 for \$1,277.98 ea.; Dell Optiplex 990 SFF, Intel Quad I, SN FL64ZQ1, purch. 8/2/11 for \$1,361.10; Lexmark Printer X 364, SN 13B0502, purch. 9/12/12 for \$614.60; Dell Optiplex 990 MF, Intel Core I7, SN BF4D6V1, purch. 7/10/12 for \$1,190.80; Dell Optiplex 990 SFF, Intel Core I, SN 34YB6V1, purch. 7/10/12 for \$1,443.74; Livescan Fingerprint Machine, SN ESLC-FLM41U-00, purch. 7/5/13 for \$16,749; Tenprint 3-Tray Duplex Printer, SN 0305-00930, purch. 7/5/13 for \$2,525; 3-Lexmark C746DN CLR Laser (MFG. PART), SN S502629943258R, S502629943254Z, S502629943258V, purch. 10/14/13 for \$786.86 ea.; DS5 Automatic Door Opener, Left Hand, Asset No. 16223, purch. 8/9/13 for \$1,240; 2-Dell Latitude E6430, Windows 8 Pro, SN 7R08YY1, 6M08YY1, purch. 12/26/13 for \$1,543.93 ea.; Dell Latitude E6430 Computer, SN GZ4BPX1, purch. 9/5/13 for \$1,360.45; 2-Personal Video/Audio Recorders PVR-L, SN LE2-900522, LE2-900523, purch. 3/17/14 for \$699 ea.; Optiplex 9020 Small Form Factor W/S, SN BC1PBZ1, purch. 11/28/13 for \$1,734.96; RMX16CD 16 Channel Multiplexer, SN 8503210372, purch. 10/31/13 for \$972.90; Schiller AT-2, ITEM# 1042998 EKG MA, SN 028.02399, purch. 8/14/14 for \$2,339.78; Sennheiser EW100 ENG G3 Dual Mics, Asset No. 17401, purch. 10/27/14 for \$1,559.95; Schiller AT-2, Item# 1042998 EKG MA, SN 028. 02399, purch. 9/18/14 for \$2,250.44; Powerheart AED G3 Plus Semi-Automat, SN 6004619, purch. 10/7/14 for \$1,125; Zurn, Sediment Interceptor,

15 Gal, Asset No. 18286, purch. 9/16/15 for \$2,350 (Clerk's Misc. File No. 248152)

- f. transferred to Highway Maintenance 1; Motorola Maintenance Charger, SN M107331, purch. 6/28/01 for \$520; Not Found in Munis, Motorola Maintenance Charger, SN D110563, purch. on unknown date for unknown amount (Clerk's Misc. File No. 248153)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the following sole sources:

1. Sheriff - PortionPac Chemical Corporation - for CorrectPac System (Clerk's Misc. File No. 248154)
2. Treasurer - Public Access to Court Electronic Records (PACER) - for direct link to online access to official federal case records, federal appellate, district and bankruptcy courts and the PACER Case Locator (Clerk's Misc. File No. 248155)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the following utility permits from Engineers:

1. AT&T - to cross/parallel N. Sheridan Rd. +/- .01 miles N. of the junction of 126th St. N. and N. Sheridan Rd. and further described as 60' N. of the SE/C of Section 34, Township 22N, Range 13E by boring and mechanical trenching for .75 line with 1.25" casing (Clerk's Misc. File No. 248156)
2. Keystone Rural Gas District #1 - to parallel Coyote Trail +/- .2 miles W. of Campbell Creek Rd. and further described as 1,800" W. of the NE/C of Section 27, Township 19N, Range 10E by trenching for 2" natural gas pipeline (Clerk's Misc. File No. 248157)
3. Oklahoma Natural Gas Company, a Division of ONEOK, Inc. - to cross S. 129th E. Ave. +/- 3.01 miles E. & 1.76 miles N. of the junction of US Hwy 64 & Hwy 67 and further described as 1,309' S. of the NE/NW Corner of Section 8/9, Township 17N, Range 14E by boring for 3/4" natural gas pipeline (Clerk's Misc. File No. 248158)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve the following travel/training requests:

1. Human Resources - David Hayes to ACCO Summer Safety Conference from 7/31-8/1/19 in Norman, OK; cost of \$360.50 (Clerk's Misc. File No. 248157) (Clerk's Misc. File No. 248159)
2. IT - Kathy Burrows, Deneice Arterburn, Alan Vanderburg, Joe Lord, Jeff Droll, Megan Blackford, and John Fothergill to Workday Software Sister City/County site visit from 7/9-11/19 in Portland, OR; cost of \$1,200 per person (Clerk's Misc. File No. 248160)
3. Steve Mayhew to National Association of Government Web Professionals Training Conference from 9/18-21/19 in Salt Lake City, UT; cost of \$3,500 (Clerk's Misc. File No. 248161)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve the following Personnel Actions:

| A. Name   | B. Action | C. Salary  | D. Eff. Date |
|---|-----------|------------|--------------|
| <u>Building Operations</u>                            |           |            |              |
| Lamascus, Kayla A.<br>(Clerk's Misc. File No. 248162) | Regular   | \$2,001.19 | 6/11/19      |

Election Board

|                                 |               |                      |        |
|---------------------------------|---------------|----------------------|--------|
| Cruz, Megan R.                  | Temp. on call | \$35.00/ per meeting | 6/1/19 |
| (Clerk's Misc. File No. 248163) |               |                      |        |

Highways

|                                 |                           |            |        |
|---------------------------------|---------------------------|------------|--------|
| Clement, Sheila                 | Promotion/20% Raise       | \$3,046.56 | 6/1/19 |
| Hickman, Paul                   | Return from Medical Leave | \$2,538.80 | 6/3/19 |
| (Clerk's Misc. File No. 248164) |                           |            |        |

Parks

|                                 |                                    |             |         |
|---------------------------------|------------------------------------|-------------|---------|
| Beckham, Guymon                 | Regular                            | \$1,870.27  | 6/11/19 |
| Hesterlee, Danny                | Correction Intermittent FMLA w/pay | \$5,481.31  | 6/8/19  |
| Davis, Chester                  | Resignation                        |             | 6/6/19  |
| Baker, Steven                   | Resignation                        |             | 6/1/19  |
| Cain, Benjamin                  | Seasonal                           | \$9.25/hr.  | 6/12/19 |
| Munds, Hailey                   | Resignation                        |             | 6/4/19  |
| Ladd, Christopher               | Regular                            | \$2,753.39  | 6/6/19  |
| Smith, Cardell                  | Rehire Part Time                   | \$7.50/hr.  | 6/11/19 |
| Santos, Andrew                  | Promotion                          | \$10.00/hr. | 6/5/19  |
| Mills, Randall                  | Regular                            | \$4,439.19  | 6/17/19 |
| (Clerk's Misc. File No. 248165) |                                    |             |         |

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to accept and file the following Juvenile Bureau

## Documents:

## Personnel Actions

| A. Name                         | B. Action                             | C. Salary  | D. Eff. Date |
|---------------------------------|---------------------------------------|------------|--------------|
| Gunn, Jermaine                  | Regular Appt. Move to 26003900-505010 | \$2,242.89 | 6/10/19      |
| Jones, Justin                   | FMLA withdrawn                        | \$8,326.54 | 5/24/19      |
| Troth, Tom                      | Resignation                           |            | 6/25/19      |
| (Clerk's Misc. File No. 248168) |                                       |            |              |

Travel/Training - Four Drug Court Team Members to Quality Improvement Center Conference from 7/9-12/19 in Newport Beach, CA; cost of \$5,665 (Clerk's Misc. File No. 248169)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to accept and file the following CC Health

## Documents:

## Agreements:

1. North Tulsa Community Coalition - for sponsorship of Men's Health Expo from 6/1/19 to 6/30/19; cost of \$2,500 (Clerk's Misc. File No. 248170)
2. ImageNet Consulting, LLC - for lease of 3 Canon copiers; ImageRunner 8505, ImagePress C700 and ImageRunner Advance C333 from 7/15/19 to 7/14/20; cost of \$2,035.50/mo. (Clerk's Misc. File No. 248171)
3. Coontz Roofing, Inc. - for new roof at 5051 S. 129th East Ave., JGHC as described in contract from 5/15/19 to 9/30/19; cost of \$853,000 as stipulated in Article 5 of the contract (Clerk's Misc. File No. 248172)

|                                 |  |            |              |
|---------------------------------|--|------------|--------------|
| Personnel Actions:              |  |            |              |
| A. Name                         | B. Action                                | C. Salary  | D. Eff. Date |
| Ikpe, Katrena                   | Salary adj.; End of Probation (2% incr.) | \$2,376.70 | 6/1/19       |
| Parks, Megan                    | Salary adj.; PDIP #2                     | \$3,650.43 | 6/1/19       |
| Sexton, Stephen                 | Termination                              |            | 6/7/19       |
| (Clerk's Misc. File No. 248173) |  |            |              |

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to cancel and disallow the following purchase order:

| PO#     | Vendor      | Warrant # | Amount   | Clerk's Misc. File # |
|---------|-------------|-----------|----------|----------------------|
| 1921832 | TPS TIC LLC | 500013551 | \$574.33 |                      |
|         |             | 500013552 | \$574.33 | 248174               |

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Commission, the claims, (payments for bills to be paid 6/3-7/19) that are in order as required by Title 19 O.S. §1505 D 11 providing all claims involving wages and/or salaries be subject to state and federal withholding tax, retirement fund and social security deductions.

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Commission, Blanket Purchase Orders and Emergency Purchase Orders submitted from 6/10-14/19. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

There was no new business.

Chairman advised the announcements and County Events and Status updates were open for comment and discussion. The departments with information gave a report.

Moved by Peters, seconded by Sallee, that this meeting be adjourned. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

# MEMO

**TO:** Karen Keith  
Chairman, BOCC

**FROM:** BOCC

**SUBJECT:** Annual Inventory Certification

**DATE:** June 19, 2019



In accordance with TCP 002 Capital Inventory Certification, attached is the BOCC annual inventory certification for fiscal year 2019.

ORIGINAL SENT TO COUNTY CLERK'S OFFICE FOR PLACEMENT ON THE BOARD OF COUNTY COMMISSIONERS' MEETING AGENDA OF JUNE 24, 2019.

**CC:** Commissioner Ron Peters  
Commissioner Karen Keith

Attachment

# MEMO

**TO:** Commissioner Keith  
Chairman, BOCC

**FROM:** Building Operations

**SUBJECT:** Annual Inventory Certification

**DATE:** June 13, 2019

In accordance with TCP 002: Capital Inventory Certification, attached is Building Operations' annual inventory certification for fiscal year 2019.

ORIGINAL SENT TO COUNTY CLERK'S OFFICE FOR PLACEMENT ON THE BOARD OF COUNTY COMMISSIONERS' MEETING AGENDA OF JUNE 24, 2019.

**XC:** Commissioner Peters  
Commissioner Sallee

Attachment



# MEMO

**TO:** Commissioner Karen Keith  
Chairman BOCC

**FROM:** Don Newberry

**SUBJECT:** Annual Inventory Certification

**DATE:** June 19, 2019

In accordance with TCP 002: Capital Inventory Certification, attached is the Management Information Systems annual inventory certification for fiscal year 18-19

**ORIGINAL SENT TO COUNTY CLERK'S OFFICE FOR PLACEMENT ON  
THE BOARD OF COUNTY COMMISSIONERS' MEETING AGENDA OF JUNE  
24, 2019**

xc: Commissioner Ron Peters  
Commissioner Stan Sallee

Attachment

# MEMO

**TO:** Commissioner Karen Keith  
Chairman BOCC

**FROM:** Sherri Carrier  
Court Services

**SUBJECT:** Annual Inventory Certification

**DATE:** 6-18-19

In accordance with TCP 002: Capital Inventory Certification, attached is the Court Services annual inventory certification for fiscal year 2020.

**ORIGINAL SENT TO COUNTY CLERK'S OFFICE FOR PLACEMENT ON  
THE BOARD OF COUNTY COMMISSIONERS' MEETING AGENDA OF  
JUNE 24, 2019**

xc: Commissioner Ron Peters  
Commissioner Stan Sallee

Attachment

**MEMORANDUM**

**TO:** Board of County Commissioners

**FROM:** Commissioner M. Todd Kilpatrick  
Tulsa County Drainage District NO. 12

**SUBJECT:** Annual Inventory Certification

**DATE:** June 19, 2018

In accordance with TCP 002: Capital Inventory Certification, attached is the Tulsa County Drainage District 12 annual inventory certification for fiscal year 2019

Original sent to County Clerk's office for placement on the Board of County Commissioners meeting agenda of June 24, 2019.

Attachment

# MEMORANDUM

MICHAEL WILLIS  
TULSA COUNTY CLERK

2019 JUN 17 PM 5:13

**DATE:** June 17, 2019

**TO:** Board of County Commissioners  
Chairman, Karen Keith

**FROM:** Tom Rains  
Engineering

**SUBJECT:** Annual Capital Inventory Certification

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

In accordance with TCP 002: Capital Inventory Certification, attached as the County Engineering Department annual inventory certification for fiscal year 2019.

**ORIGINAL SENT TO MICHAEL WILLIS, COUNTY CLERK, FOR PLACEMENT ON THE BOARD OF COUNTY COMMISSIONERS' MEETING AGENDA OF JUNE 24, 2019.**



# Tulsa County Highway Department

**A Division of the Board of County Commissioners**

Highway Construction

6601 N 115<sup>th</sup> E Ave

Owasso, OK 74055

918-591-6094

**Darrel Hicks**

Superintendent

6-17-2019

TO: BOARD OF COUNTY COMMISSIONERS  
CHAIRMAN, KAREN KEITH

FROM: DARREL HICKS  
HWY. CONST.

SUBJECT: ANNUAL CAPITAL INVENTORY CERTIFICATION

IN ACCORDANCE WITH TCP 002: CAPITAL INVENTORY CERTIFICATION,  
ATTACHED IS THE HWY. CONST. ANNUAL INVENTORY CERTIFICATION  
FOR FISCAL YEAR 2019.

ORIGINAL SENT TO MICHAEL WILLIS, COUNTY CLERK, FOR PLACEMENT  
ON THE BOARD OF COUNTY COMMISSIONERS MEETING AGENDA FOR  
JUNE 24<sup>TH</sup> 2019.

MEMO

TO: Commissioner Keith  
Chairman, BOCC

FROM: Highway District 1

SUBJECT: Annual Inventory Certification

DATE: June 17, 2019

In accordance with TCP 002: Capital Inventory Certification, attached is the Highway District 1 annual inventory certification for fiscal year 2019.

ORIGINAL SENT TO COUNTY CLERK'S FOR PLACEMENT ON THE BOARD OF  
COUNTY COMMISSIONERS' MEETING AGENDA OF JUNE 24, 2019.

xc: Commissioner Sallee  
Commissioner Peters

Attachment

# MEMO

**TO:** Commissioner Ron Peters  
Chairman BOCC

**FROM:** Highway District 2

**SUBJECT:** Annual Inventory Certification

**DATE:** June 17, 2019

In accordance with TCP 002: Capital Inventory Certification, attached is the Highway District 2 annual inventory certification for fiscal year 2019.

**ORIGINAL SENT TO COUNTY CLERK'S OFFICE FOR PLACEMENT ON  
THE BOARD OF COUNTY COMMISSIONERS' MEETING AGENDA OF JUNE  
24, 2019.**

xc: Commissioner Karen Keith  
Commissioner Ron Peters

Attachment

# Memo

To: Commissioner Keith  
From: Highway District #3  
Date: 6/17/2019  
Re: Annual Inventory Certification

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Comments: In accordance with TCP 002: Capital Inventory Certification attached is the Highway District #3 annual inventory certification for fiscal year 2019

**ORIGINAL SENT TO THE COUNTY CLERK'S OFFICE FOR PLACEMENT ON THE BOARD OF COUNTY COMMISSIONERS' MEETING AGENDA OF JUNE 24, 2019**

xc: Commissioner Sallee  
Commissioner Peters

Attachment



# MEMORANDUM

June 13, 2019

To: Karen Keith, Chair, BOCC  
From: Kathy Burrows, Human Resources Director  
Subject: Annual Inventory Certification



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In accordance with TCP 002: Capital Inventory Certifications, attached is the Human Resources annual inventory certification for fiscal year 2019.

Attachments

KB/laf

**ORIGINAL SENT TO COUNTY CLERK'S OFFICE FOR PLACEMENT ON  
THE BOARD OF COUNTY COMMISSIONERS' MEETING AGENDA OF  
JUNE 24, 2019**

## MEMO

TO: Commissioner Keith  
Chairman, BOCC

FROM: Thora Cohea  
Information Technology

SUBJECT: Annual Inventory Certification

DATE: June 18, 2019

In accordance with TCP 002: Capital Inventory Certification, attached is the **Information Technology** annual inventory certification for fiscal year 2019.

**ORIGINAL SENT TO COUNTY CLERK'S OFFICE FOR  
PLACEMENT ON THE BOARD OF COUNTY COMMISSIONERS'  
MEETING AGENDA OF JUNE 24, 2019.**

xc: Commissioner Peters  
Commissioner Sallee  
Vicki Adams, Chief Deputy  
John Fothergill, Chief Deputy  
Michael Craddock, Chief Deputy

Attachment

# MEMORANDUM

MEMO TO: Commissioner Keith, BOCC Chair  
FROM: Justin Jones, <sup>JJ</sup>Juvenile Bureau  
SUBJECT: Annual Inventory Certification  
DATE: June 17, 2019  
XC: Commissioner Peters  
Commissioner Sallee  
Vicki Adams, Chief Deputy  
Michael Craddock, Chief Deputy  
John Fothergill, Chief Deputy

---

In accordance with TCP 002: Capital Inventory Certification, attached is the Juvenile Bureau's annual inventory certification for fiscal year 2019.

**ORIGINAL SENT TO COUNTY CLERK'S OFFICE FOR PLACEMENT ON THE BOARD OF COUNTY COMMISSIONERS' MEETING AGENDA OF JUNE 24, 2019.**

JJ:sb

Attachment

# MEMO

**To:** Commissioner Keith  
Chairman, BOCC

**From:** OSU Extension Center, Tulsa County

**Subject:** Annual Inventory Certification

**Date:** June 18, 2019

**In accordance with TCP 002: Capital Inventory Certification, attached is the Department annual inventory certification for fiscal year 2019.**

**ORIGINAL SENT TO COUNTY CLERK'S OFFICE FOR REPLACEMENT ON THE BOARD OF COUNTY COMMISSIONERS' MEETING AGENDA OF JUNE 24, 2019.**

xc: Commissioner Sallee

Commissioner Peters

Attachment

## MEMO

**To:** Commissioner Keith  
Chairman, BOCC  
**From:** Parks Department  
**Subject:** Annual Inventory Certification

A handwritten signature in black ink, appearing to read "Richard Bales", is written over the "Subject:" line of the memo header.

**Date:** June 19, 2019

In accordance with TCP 002: Capital Inventory Certification, attached is the Department annual inventory certification for fiscal year 2019.

ORIGINAL SENT TO COUNT CLERK'S OFFICE FOR PLACEMEMNT ON THE BOARD OF COUNTY COMMISSIONER'S MEETING AGENDA OF JUNE 24, 2019

## MEMO

To: BOCC

From: Corbin C. Brewster  
Chief Public Defender

Date: June 19, 2019

Re: Inventory

I am requesting that the attached Inventory printout be placed on the Board of County Commissioner's next meeting agenda for approval.



---

CORBIN C. BREWSTER  
Chief Tulsa County Public Defender



SHERIFF VIC REGALADO

UNDERSHERIFF GEORGE W. BROWN

## TULSA COUNTY SHERIFF'S OFFICE

303 W. 1ST ST. TULSA OK 74103

**To:** Commissioner Keith,  
BOCC Chairman

**From:** Charla Williams,  
Quartermaster

**Date:** June 18, 2019

**Subject:** Annual Inventory Certification

In accordance with TCP 002: Capital Inventory Certification, attached is the Tulsa County Sheriff's Office annual inventory certification for fiscal year 2019.

ORIGINAL SENT TO COUNTY CLERK'S OFFICE FOR PLACEMENT ON THE BOARD OF COUNTY COMMISSIONERS' MEETING AGENDA OF JUNE 24, 2019.

Copy: Commissioner Sallee  
Commissioner Peters

Attachment

# MEMORANDUM

June 18, 2019

**TO: Board of County Commissioners**

**FROM: Linda J. Johnston**



**RE: Annual Inventory Certification**

---

In accordance with Tulsa County Procedure #002, Capital Inventory Items, attached is a listing of inventory on record for Tulsa County Social Services.

LJ:gs

cc: Commissioner Karen Keith  
Commissioner Ron Peters  
Commissioner Stan Sallee  
John Fothergill, Chief Deputy  
Vicki Adams, Chief Deputy  
Mike Craddock, Chief Deputy

Original to Michael Willis, County Clerk, to be placed on June 24, 2019, Board of County Commission meeting agenda.



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TULSA COUNTY


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PURCHASING  
DEPARTMENT

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# MEMO

DATE: June 19, 2019

FROM: Matney M. Ellis  
Purchasing Director 

TO: Board of County Commissioners

SUBJECT: Acceptance of Proposal – Video Visitation Services for the David L. Moss (DLM) Criminal Justice Center

It is the recommendation of the Tulsa County Sheriff's Office to accept the proposal from and award Video Visitation Services for the David L. Moss (DLM) Criminal Justice Center to the following vendor:

**Tech Friends, Inc.**

After thorough review of the proposals received, the follow-up information provided by vendors, and discussions with provided references, the evaluation committee has selected Tech Friends, Inc. as the highest-ranked proposal which best meets the needs and expectations of the Tulsa County Sheriff's Office.

This recommendation is respectfully submitted for your approval.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.



SHERIFF VIC REGALADO

UNDERSHERIFF GEORGE W. BROWN

## TULSA COUNTY SHERIFF'S OFFICE

303 W. 1ST ST. TULSA OK 74103

June 18, 2019

Matney Ellis  
Tulsa County Purchasing  
500 S Denver  
Tulsa, OK 74103

Mr. Ellis;

After reviewing the bids submitted for Video Visitation at David L. Moss Criminal Justice Center, I have determined that Tech Friends has the lowest and best bid.

Please award the bid to the above mentioned vendor.

Thank you for your assistance,

Vic Regalado

Sheriff

Tulsa County Sheriff's Office

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TULSA COUNTY

PURCHASING  
DEPARTMENT

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# MEMO

DATE: June 17, 2019

FROM: Matney M. Ellis  
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Bid Award Recommendation for Agricultural Supplies

Is is the recommendation of the Tulsa County Purchasing Department and using Tulsa County Departments to award the bid for Agricultural Supplies to the following vendors:

**Helena Agri-Enterprises, LLC., Simplot Partners, and Winfield Solutions, LLC.**

These are the lowest on the majority of the items and best overall bids received respectively on a per line item basis the meets bid specifications. In addition, when the bid amounts were the same price, the award is split between the vendors that meet the bid specifications. Also, there are a few products in which there is no acceptable bid and request to purchase those items on a quote basis.

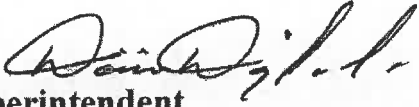
This award is for the three (3) month period beginning July 1, 2019 through October 1, 2019.

This recommendation is respectfully submitted for your approval.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.

**To: Susan Belding**  
**Purchasing Agent**

**From: Dominic Donajkowski**   
**Parks Maintenance Superintendent**

**Subject: Bid recommendation**

**Date: June 13, 2019**

Our recommendations on the Ag Supply Bid are as follows. We recommend award to three vendors. Helena Chemical Company, Winfield Solutions and Simplot. These were low bidders on a large percentage of all products. On a per line item basis, the bids for all products were awarded to low and best bid meeting specs from those vendors.

When bids were the same (Agency Pricing), the awards were split between the three vendors. In cases where no bids were received or no bid met specifications, we request authorization to purchase from quotes.

Xc:  
Richard Bales  
file

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TULSA COUNTY

PURCHASING  
DEPARTMENT

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# MEMO

DATE: June 19, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Renewal Addendum to User License Agreement- J Wayne Moore PHD, LLC

Submitted for your approval and execution is the attached Renewal Addendum to the End User License Agreement between the Board of County Commissioners on behalf of the Tulsa County Assessor's Office and J. Wayne Moore, PHD, LLC. for parcel license fee.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.

## Renewal Addendum

To End User License Agreement between J WAYNE MOORE PHD, LLC (MOORE) and Board of County Commissioners of Tulsa County, acting on behalf of the Tulsa County Assessor, (End User) executed on October 10, 2016.

Renewal Term: July 1, 2019 through June 30, 2020

Total Improved Parcel Count: 225,866  
License Fee rate: \$.10 per parcel  
Payment Amount: \$22,586.60

**BOARD OF COUNTY COMMISSIONERS  
OF TULSA COUNTY, OKLAHOMA**

**J WAYNE MOORE PHD, LLC**

Signature: \_\_\_\_\_

*J Wayne Moore*

Name: \_\_\_\_\_

J. Wayne Moore, Principal

Title: \_\_\_\_\_

June 14, 2019

Date: \_\_\_\_\_

*Nolan M. Fildes* 6-19-19  
**APPROVED AS TO FORM  
ASSISTANT DISTRICT ATTORNEY**

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TULSA COUNTY

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PURCHASING  
DEPARTMENT

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MEMO

DATE: June 19, 2019

FROM: Matney M. Ellis  
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Addendum 1 – “HQ” Building Centrifugal Chiller Upgrade

On May 20, 2019, the Notice to Bidders was mailed for the “HQ” Building Centrifugal Chiller Upgrade. This bid is set to open on the 1st day of July, with bids to be received by the County Clerk’s Office until June 28th, 2019 at 4:00pm CST.

This addendum serves to provide responses to vendor-submitted questions and is respectfully submitted for your approval.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.



# Solicitation Addendum

---

Solicitation Name: **"HQ" Building Centrifugal Chiller Upgrade**

Addendum Number: **1**

Date of Addendum Issuance: **June 24, 2019**

---

This document shall serve as official notice that an addendum has been issued for the solicitation identified above. Suppliers submitting bids shall acknowledge receipt of this addendum *prior to the bid response due date and time specified in the solicitation notice*. Addendum acknowledgement may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement must contain the solicitation name and response due date and time on the front of the envelope (as shown in the Tulsa County Purchasing – General Terms & Conditions, Section B.3.2.). Failure to acknowledge this solicitation addendum may be grounds for rejection.

**Note:** In the event the supplier has already submitted a bid response to Tulsa County for the above referenced solicitation and cannot deliver this acknowledgement via mail or in person before the deadline, this acknowledgement may be submitted separately via email to the Tulsa County Purchasing Director ([Matney.Ellis@tulsacounty.org](mailto:Matney.Ellis@tulsacounty.org)). Email must be received *prior to the bid response due date and time specified in the solicitation notice*.

---

## DESCRIPTION OF ADDENDUM:

A. This is to incorporate the following:

### Responses to Vendor-submitted Questions:

1. *Do you know if the chillers have been converted to 123A refrigerant?*

**Response: The existing chillers have not been converted to 123A refrigerant.**

2. *If not can you please confirm the current refrigerant in both chillers?*

**Response: The existing chiller refrigerant is R-11.**

B. All other terms and conditions remain unchanged.

(End of Addendum)

## ACKNOWLEDGED BY:

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Supplier Company Name (PRINT)

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Date

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Authorized Representative Name (PRINT)

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Title

---

Authorized Representative Signature



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TULSA COUNTY

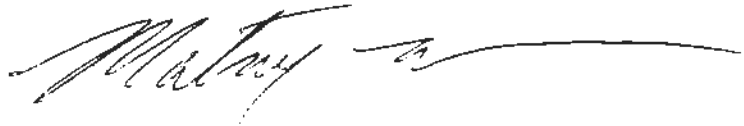
PURCHASING  
DEPARTMENT

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# MEMO

DATE: June 19, 2019

FROM: Matney M. Ellis  
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Addendum 1 – Vehicle Lubricants and Antifreeze

On June 10, 2019, the notice to bidders was mailed to solicit bids for Vehicle Lubricants and Antifreeze. This bid is set to open on July 1, 2019 with bids to be received by the County Clerk's Office until June 28, 2019 at 4:00pm CST.

This addendum is to provide answers to vendor questions and clarify the length of the bid award.

This addendum is respectfully submitted for your approval.

MME /arh

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.



# Solicitation Addendum

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Solicitation Name: **Vehicle Lubricants and Antifreeze**

Addendum Number: **1**

Date of Addendum Issuance: **June 24, 2019**

---

This document shall serve as official notice that an addendum has been issued for the solicitation identified above. Suppliers submitting bids shall acknowledge receipt of this addendum prior to the bid response due date and time specified in the solicitation notice. Addendum acknowledgement may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement must contain the solicitation name and response due date and time on the front of the envelope (as shown in the Tulsa County Purchasing – General Terms & Conditions, Section B.3.2.). Failure to acknowledge this solicitation addendum may be grounds for rejection.

**Note:** In the event the supplier has already submitted a bid response to Tulsa County for the above referenced solicitation and cannot deliver this acknowledgement via mail or in person before the deadline, this acknowledgement may be submitted separately via email to the Tulsa County Purchasing Director ([Matney.Ellis@tulsacounty.org](mailto:Matney.Ellis@tulsacounty.org)). Email must be received prior to the bid response due date and time specified in the solicitation notice.

---

## DESCRIPTION OF ADDENDUM:

A. This is to incorporate the following:

### Solicitation Condition and Specification Clarifications:

This is a six (6) month bid. In paragraph 2 under 'General' of the conditions, it stated one year but should have read six months.

### Responses to Vendor-submitted Questions:

1. "On page 5 under "Intent", it states that the term is for 6 months. In the next paragraph under "General", it mentions "if at any time during the one (1) year period..." Which is the proper contract term?"

**Response: This is a six (6) month bid.**

2. Is there a current contract in place? If so, may I have a copy of the latest bid tab and/or contract?

**Response: yes, please see attached.**

3. What is the anticipated award date?

**Response: The current award expires on July 18, 2019. We anticipate to have the new bid ready to begin on July 19, 2019.**

4. Is this an "all or none" style bid?

**Response: This bid may be split between the two lowest and best bids submitted if Tulsa County finds it beneficial.**

5. *Is this a multi-award bid?*

**Response:** See answer for question 4.

6. *What is the estimated value of this bid/contract?*

**Response:** Tulsa County as a whole spent approximately \$30,000 on items from this bid in the past year.

**Attachments:**

1. *Bid Tabulation of current bid award.*
2. *Current bid award.*

B. All other terms and conditions remain unchanged.

(End of Addendum)

**ACKNOWLEDGED BY:**

\_\_\_\_\_  
Supplier Company Name (PRINT)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Name (PRINT)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative Signature

## Bid Evaluation for

### Vehicle Lubricants and Antifreeze- 2019 February

|   | B&M Oil Co. Inc. | O'Reilly's Auto Parts                          | Quality Petroleum | Timmons Oil Co., Inc. |
|---|------------------|--|-------------------|-----------------------|
| Description   | Cost             | Cost   | Cost              | Cost                  |
| Engine Oil, Multigrade, API CK-4, price per gallon<br>7000 014 0049   | \$6.87           | Disqualified- See below for details in "notes" | \$7.25            | \$6.68                |
| Engine oil, multigrade, ILSAC GF5, API SN, 5W30, price per gallon<br>7000 014 0002                                  | \$5.77           |  | \$5.70            | \$5.26                |
| Engine Oil, Multigrade, ILSAC GF5, API SN 5W30, price per gallon<br>7000 014 0003                                   | \$5.77           |  | \$5.70            | \$5.26                |
| Engine oil, multigrade ILSAC GF5, API SN 10W30, price per gallon<br>7000 014 0023                                   | \$5.77           |  | \$5.70            | \$5.11                |
| Hydraulic Oil, Anti-Wear, ASTM D943 GREATER THAN 5000, VISCOSITY GRADE ISO 32, price per gallon<br>7000 014 0004    | \$5.29           |  | \$5.25            | \$4.36                |
| Hydraulic oil, anti-wear, ASTM D943 GREATER THAN 5000 HR, VISCOSITY GRADE ISO 46, price per gallon<br>7000 014 0005 | \$5.39           |  | \$5.25            | \$4.41                |
| Hydraulic Oil, Anti-Wear, ASTM D943 GREATER THAN 5000 HR, VISCOSITY GRADE ISO 68, price per gallon<br>7000 014 0006 | \$5.49           |  | \$5.35            | \$4.50                |

## Bid Evaluation for

### Vehicle Lubricants and Antifreeze- 2019 February

|   | B&M Oil Co. Inc. | O'Reilly's Auto Parts | Quality Petroleum | Timmons Oil Co., Inc.             |
|---|------------------|-----------------------|-------------------|-----------------------------------|
| Description   | Cost             | Cost                  | Cost              | Cost                              |
| Gear oil, API GL-5, 85W-140, GL-5, price per pound 7000 014 0007                                    | \$1.59           |                       | \$1.47            | DQ- cannot compare lbs to gallons |
| Gear oil, API GL-5, 80W-140, price per lb 7000 014 0008   | \$1.59           |                       | \$2.90            | \$3.06                            |
| Gear oil, API GL-9, 80W-90, price per lb 7000 014 0025  | \$1.59           |                       | \$1.42            | DQ- cannot compare lbs to gallons |
| 201-C-006 Universal Multi-Functional Tractor Hydraulic Fluid, price per gal 7000 014 0009           | \$5.79           |                       | \$5.90            | \$7.75                            |
| Automatic Transmission Fluid, 24/1QT., price per QT 7000 014 0010                                   | \$2.89           |                       | \$3.50            | \$2.95                            |
| Automatic Transmission Fluid, 55 gl. Drums, price per gal 7000 014 0011                             | \$8.89           |                       | \$8.85            | \$11.44                           |
| Automatic Transmission Fluid, Allison C-4 Mineral SAE 10, 55 gl. Drums, price per gal 7000 014 0012 | \$8.69           |                       | \$11.45           | \$6.86                            |
| Automatic Transmission Fluid, Allison C-4 Synthetic, SAE 10, price per gal 7000 014 0050            | \$8.89           |                       | \$8.85            | \$11.79                           |
| Heavy Duty Brake Fluid, price per gal 7000 014 0013   | \$14.96          |                       | \$13.25           | \$26.22                           |

## Bid Evaluation for

### Vehicle Lubricants and Antifreeze- 2019 February

|  | B&M Oil Co. Inc. | O'Reilly's Auto Parts | Quality Petroleum | Timmons Oil Co., Inc.             |
|--|------------------|-----------------------|-------------------|-----------------------------------|
| Description  | Cost             | Cost                  | Cost              | Cost                              |
| High Temp Grase #214 1/2 oz Tubes, price per tube<br>7000 014 0014                       | \$3.69           |                       | \$3.00            | \$2.37                            |
| Multi-Purpose Grease #2, 120 Pound Kegs, price per lb<br>7000 014 0015                   | \$2.19           |                       | \$2.16            | \$1.93                            |
| Multi-purpose High Temp Grease #2, 120lb Kegs, price per lb<br>7000 014 0047             | \$2.39           |                       | \$2.46            | DQ- cannot compare lbs to gallons |
| Multi-Purpose Grease #2, 400lb Drums, price per lb<br>7000 014 0016                      | \$2.19           |                       | \$2.25            | N/A                               |
| Multi-Purpose High Temp Grease #2, 400 lb Drums, price per lb<br>7000 014 0048           | \$2.39           |                       | \$2.61            | N/A                               |
| Multi-Purpose Grease #2- 14 1/2 oz. tubes, price per tube<br>7000 014 0017               | \$3.29           |                       | \$2.40            | \$2.06                            |
| Lubriplate, NLGI #2, price per can<br>7000 014 0018                                      | \$3.69           |                       | \$3.00            | N/A                               |
| Heavy Duty Ethylene Glycol Antifreeze for Diesel Engine, price per each<br>7000 014 0019 | \$345.95         |                       | \$381.00          | \$496.46                          |
| Global Antifreeze for gasoline vehicles, price per container<br>7000 014 0020            | \$345.95         |                       | \$308.00          | \$325.05                          |

## Bid Evaluation for

### Vehicle Lubricants and Antifreeze- 2019 February

|   | B&M Oil Co. Inc. | O'Reilly's Auto Parts | Quality Petroleum | Timmons Oil Co., Inc. |
|---|------------------|-----------------------|-------------------|-----------------------|
| Description   | Cost             | Cost                  | Cost              | Cost                  |
| Chain & Guide Bar Lubricant.<br>Price per QT<br>7000 014 0021                               | \$2.79           |                       | \$1.75            | \$1.74                |
| Kerosene, K-1, price per gal<br>7000 014 0022   | \$3.98           |                       | N/A               | \$3.96                |
| Non-detergent Compressor oil,<br>price per gal<br>7000 014 0024                             | \$18.49          |                       | \$18.60           | \$6.88                |
| Stoddard Solvent, parts washing<br>solvents. Price per gal<br>7000 014 0030                 | \$6.69           |                       | \$6.25            | \$5.26                |
| Diesel Fuel Conditioner, price per<br>QT<br>7000<br>014 0031                                | \$5.87           |                       | \$5.67            | \$9.20                |
| 2 Cycle Engine oil, price per QT<br>7000 014 0032   | \$3.27           |                       | \$6.00            | \$1.56                |
| Chainsaw bar oil, price per QT<br>7000 014 0033   | \$2.79           |                       | \$1.75            | \$1.73                |
| Windshield Washer solvent<br>(must be dyed), price per 55 gal<br>container<br>7000 014 0034 | \$98.74          |                       | \$112.00          | \$132.94              |
| Transmission/Drive Train Oil,<br>TO4 30W-5 GAL. , price per 5<br>gal<br>7000 014 0038       | \$92.95          |                       | \$59.00           | \$63.14               |
| Transmission/Drive Train Oil,<br>TO4 30 W-55GAL, price per 55<br>gal<br>7000<br>014 0039    | \$867.64         |                       | \$590.00          | \$515.26              |

## Bid Evaluation for

### Vehicle Lubricants and Antifreeze- 2019 February

|   | B&M Oil Co. Inc. | O'Reilly's Auto Parts  | Quality Petroleum | Timmons Oil Co., Inc. |
|---|------------------|------------------------|-------------------|-----------------------|
| Description   | Cost             | Cost                   | Cost              | Cost                  |
| Transmission/Drive Train oil, TO4 50 W5GAL. , price per 5 gal.<br>7000 014 0040 | \$89.11          |                        | \$62.00           | \$68.94               |
| Bulk 55 Gal-Dexos I 5W30, price per 55 gal 7000 014 0045                        | \$483.45         |                        | \$456.50          | \$507.04              |
| GF5 Full synthetic 5w20, 55 gallon drum, price per 55 gal 7000 014 0046         | \$483.45         |                        | \$456.50          | \$489.33              |
| GF5 full synthetic 0w20, 55 gallon drum, price per 55 gal 7000 014 0051         | \$483.45         |                        | \$465.00          | \$543.09              |
| Notes:  |                  | DQ- altered bid terms. |                   |                       |



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**TULSA COUNTY**

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**PURCHASING  
DEPARTMENT**


Main CC#: 7000 014 0000  
Vendor #: 27808 Quality Petroleum  
8880 Timmons Oil Company

CMF#: 247039

**MEMO**

DATE: February 13, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Recommendation – Vehicle Lubricants and Antifreeze

It is the recommendation of the Tulsa County Purchasing Department and all Tulsa County Departments to award the bid for Vehicle Lubricants and Antifreeze to the following vendor:

**Quality Petroleum Inc. and Timmons Oil Company, Inc.**

These were the lowest and best bids received.

This award is good for a six (6) month period through July 18, 2019.

This recommendation is respectfully submitted for your approval.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the February 19, 2019 agenda.

**TULSA  
COUNTY  
Engineering  
Division**

## **MEMORANDUM**

**DATE:** February 13, 2019

**TO:** Matney Ellis, Purchasing Director

**FROM:** Tom Rains, County Engineer



**SUBJECT:** Bid review for Vehicle Lubricants and Anti-Freeze

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**This office has reviewed the bids received for Vehicle Lubricants and Anti-Freeze.**

**We would recommend awarding the bid to Timmons Oil Company, Inc., and Quality Petroleum, Inc. These were the lowest and best bids received.**

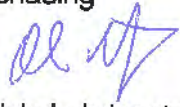
**TR**



**BUILDING OPERATIONS**  
DEPARTMENT OF THE  
BOARD OF COUNTY COMMISSIONERS

Tulsa County Administration Bldg.  
500 South Denver  
Tulsa, OK 74103

918.596.5000

**Date:** February 12, 2019  
**To:** Tulsa County Purchasing  
**From:** Daniel Belding   
**RE:** Bid award for Vehicle Lubricants

---

It is the recommendation of the Tulsa County Central Garage to award the bid for vehicle lubricants to the following vendor:

Timmons Oil Company for everything except synthetic motor oil

Quality Petroleum for all synthetic motor oil

They were the lowest and best bids received.

DB:pf

|                          |  |  |  |  |
|--------------------------|--|--|--|--|
|                          |  | <b>Vendor Name:</b>                          | Quality Petroleum, Inc.  | Timmons Oil Company, Inc.                                      |
|                          |  | <b>Representative</b>                        | Chris Harris/Vaugh Brandenburg   | Bass Conseen   |
|                          |  | <b>Address:</b>                              | 9000 US Highway 66 East<br>Reno, OK 73062  | 13003 E. Admiral Place<br>Tulsa, OK 74169                      |
|                          |  | <b>Phone:</b>                                | 405-272-3200   | 918-437-6457   |
|                          |  | <b>Email:</b>                                | <a href="mailto:Charris@qualitypetroleuminc.com">Charris@qualitypetroleuminc.com</a> | <a href="mailto:Oil@timmonsoilco.com">Oil@timmonsoilco.com</a> |
|                          |  | <b>CMF#:</b>                                 |  |  |
|                          |  |  |  |  |
| <b>Commodity Code(s)</b> | <b>Commodity Code Description</b>  | <b>Brand Name Bid</b>                        | <b>Price</b>   | <b>Price</b>   |
| 7000                     | Blanket  |  | 7000 014 0000 \$200.00   | 7000 015 0000 \$200.00   |
| 7000 014 0049            | Engine Oil, Multigrade, API CK-4, price per gallon   | Timmons Heavy Duty MO 15/40 (CK4)            |  | \$6.68   |
| 7000 014 0002            | Engine oil, multigrade, ILSAC GF5, API SN, 5W30, price per gallon                                  | Timmons 5/20 Synthetic Blend                 |  | \$5.26   |
| 7000 014 0003            | Engine Oil, Multigrade, ILSAC GF5, API SN 5W30, price per gallon                                   | Timmons 5/30 Synthetic Blend                 |  | \$5.26   |
| 7000 014 0023            | Engine oil, multigrade ILSAC GF5, API SN 10W30, price per gallon                                   | Timmons 10/30 Synthetic Blend                |  | \$5.11   |
| 7000 014 0004            | Hydraulic Oil, Anti-Wear, ASTM D943 GREATER THAN 5000, VISCOSITY GRADE ISO 32, price per gallon    | Timmons Hydraulic AW #32                     |  | \$4.36   |
| 7000 014 0005            | Hydraulic oil, anti-wear, ASTM D943 GREATER THAN 5000 HR, VISCOSITY GRADE ISO 46, price per gallon | Timmons Hydraulic AW #46                     |  | \$4.41   |
| 7000 014 0006            | Hydraulic Oil, Anti-Wear, ASTM D943 GREATER THAN 5000 HR, VISCOSITY GRADE ISO 68, price per gallon | Timmons Hydraulic AW#68                      |  | \$4.50   |
| 7000 014 0007            | Gear oil, API GL-5, 85W-140, GL-5, price per pound   | Xtreme                                       | \$1.47   |  |
| 7000 014 0008            | Gear oil, API GL-5, 80W-140, price per lb  | Syngaurd Full Synthetic GL-5 LS              | \$2.90   |  |
| 7000 014 0025            | Gear oil, API GL-9, 80W-90, price per lb   | Lubrigaurd                                   | \$1.42   |  |
| 7000 014 0009            | 201-C-006 Universal Multi-Functional Tractor Hydraulic Fluid, price per gal                        | Quality Petroleum Premium Tractor Hydraulic  | \$5.90   |  |
| 7000 014 0010            | Automatic Transmission Fluid, 24/1QT., price per QT  | Total Fluidmatic MV LV- 5 gallon             |  | \$2.95   |
| 7000 014 0011            | Automatic Transmission Fluid, 55 gl. Drums, price per gal  | Syngaurd MP Synthetic ATF                    | \$8.85   |  |
| 7000 014 0012            | Automatic Transmission Fluid, Allison C-4 Mineral SAE 10, 55 gl. Drums, price per gal              | Total Fluid NA H3 (Dexron III, Mercon)       |  | \$6.86   |
| 7000 014 0050            | Automatic Transmission Fluid, Allison C-4 Synthetic, SAE 10, price per gal                         | Syngaurd MP Synthetic ATF                    | \$8.85   |  |
| 7000 014 0013            | Heavy Duty Brake Fluid, price per gal  | Johnsen Premium DOT 3                        | \$13.25  |  |
| 7000 014 0014            | High Temp Grease #214 1/2 oz Tubes, price per tube   | Total Multis Complex ET #2 (High-Temp)       |  | \$2.37   |
| 7000 014 0015            | Multi-Purpose Grease #2, 120 Pound Kegs, price per lb  | Total Multis Complex EP #2 (General Purpose) |  | \$1.93   |
| 7000 014 0047            | Multi-purpose High Temp Grease #2, 120lb Kegs, price per lb  | Shel Gadus S3 V220 C                         | \$2.46   |  |

|               |   |  |          |          |
|---------------|---|--|----------|----------|
| 7000 014 0016 | Multi-Purpose Grease #2, 400lb Drums, price per lb                      | Mystik JT-6 MP                                   | \$2.25   |          |
| 7000 014 0048 | Multi-Purpose High Temp Grease #2, 400 lb Drums, price per lb           | Shel Gadus S3 V220 C                             | \$2.61   |          |
| 7000 014 0017 | Multi-Purpose Grease #2- 14 1/2 oz. tubes, price per tube               | Total Multis EP #3 (General Purpose)- Masterpack |          | \$2.06   |
| 7000 014 0018 | Lubriplate, NLGI #2, price per can                                      | Mystik JT-6 HT 12/16 Oz cans                     | \$3.00   |          |
| 7000 014 0019 | Heavy Duty Ethylene Glycol Antifreeze for Diesel Engine, price per each | Shell Rotella ELC Nitrate Free 50/50             | \$381.00 |          |
| 7000 014 0020 | Global Antifreeze for gasoline vehicles, price per container            | Shell Multi-Vehicle                              | \$308.00 |          |
| 7000 014 0021 | Chain & Guide Bar Lubricant. Price per QT                               | X-Treme Bar & Chain Oil 4/1 gallon jugs          |          | \$1.74   |
| 7000 014 0022 | Kerosene, K-1, price per gal  | Kerosene (K-1)                                   |          | \$3.96   |
| 7000 014 0024 | Non-detergent Compressor oil, price per gal                             | Total Pure Mineral SAE 30 (non-detergent)        |          | \$6.88   |
| 7000 014 0030 | Stoddard Solvent, parts washing solvents. Price per gal                 | TI Mineral Spirits                               |          | \$5.26   |
| 7000 014 0031 | Diesel Fuel Conditioner, price per QT                                   | Power Service                                    | \$5.67   |          |
| 7000 014 0032 | 2 Cycle Engine oil, price per QT  | X-Treme 50 Two-Cycle                             |          | \$1.56   |
| 7000 014 0033 | Chainsaw bar oil, price per QT  | Xtreme Bar and Chain per gallon                  |          | \$1.73   |
| 7000 014 0034 | Windshield Washer solvent (must be dyed), price per 55 gal container    | Peak-20  | \$112.00 |          |
| 7000 014 0038 | Transmission/Drive Train Oil, TO4 30W-5 GAL. , price per 5 gal          | Shell Spirax S4 CS                               | \$59.00  |          |
| 7000 014 0039 | Transmission/Drive Train Oil, TO4 30 W-55GAL, price per 55 gal          | Total Dyanatrans AC 30 (TO-4)                    |          | \$515.26 |
| 7000 014 0040 | Transmission/Drive Train oil, TO4 50 W5GAL. , price per 5 gal.          | Shell Spirax S4 CS                               | \$62.00  |          |
| 7000 014 0045 | Bulk 55 Gal-Dexos I 5W30, price per 55 gal                              | Crest Full Synthetic Dexos                       | \$456.50 |          |
| 7000 014 0046 | GF5 Full synthetic 5w20, 55 gallon drum, price per 55 gal               | Crest Full Synthetic                             | \$456.50 |          |
| 7000 014 0051 | GF5 full synthetic 0w20, 55 gallon drum, price per 55 gal               | Crest Full Synthetic Dexos                       | \$465.00 |          |



**Nolan M. Fields IV**

Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
500 South Denver Avenue, Tulsa, Oklahoma 74103  
(918) 596 - 4900 | [nfields@tulsacounty.org](mailto:nfields@tulsacounty.org)

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**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** June 20, 2019

**REFERENCE:** Amendment to Schedule C and Extension of the Agency Products and Services Agreement with Alcohol Monitoring Systems, Inc. for FY19-20

Please place this item on the agenda for the next meeting of the Board of County Commissioners. This item was signed by Vendor and it will not be necessary to review this matter in executive session. It is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

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**Nolan M. Fields IV**  
Assistant District Attorney

CC:  
Sherri Carrier, Court Services Director



1241 West Mineral Avenue, Suite 200  
Littleton, CO 80120

## AMENDMENT TO SCHEDULE C AND EXTENSION OF THE AGENCY PRODUCTS AND SERVICES AGREEMENT

**Tulsa County Board of County Commissioners on Behalf Of**  
**AGENCY: Tulsa County Division of Court Services**

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In consideration of the terms of the Schedule C to the AGENCY PRODUCTS AND SERVICES AGREEMENT entered into by and between **Alcohol Monitoring Systems, Inc. ('AMS')** **Tulsa County Division of Court Services** ('Agency') and pursuant to the AGENCY PRODUCTS AND SERVICES AGREEMENT between AMS and Tulsa County Division of Court Services dated October 9, 2014 to which this Amendment is attached, AMS and Agency agree to amend the Schedule C to the AGENCY PRODUCTS AND SERVICES AGREEMENT by (i) substituting the numbered Sections below for those identical numbered Sections of the AGENCY PRODUCTS AND SERVICES AGREEMENT; or (ii) otherwise adding or deleting provisions to such Agreement, all as set forth below:

### **A. CAM Pricing:**

#### **Daily SCRAM Continuous Alcohol Monitoring Service Fees for CAM Landline Base Station Kit as of Effective Date are:**

- \$6.15 – Total Daily Rate ( includes monitoring and rental equipment portion)
- \$4.27 – Monitoring Portion
- \$1.88 – Rental Equipment Portion

#### **Daily SCRAM Continuous Alcohol Monitoring Service Fees for CAM Wireless Base Station Kit as of Effective Date are:**

- \$7.25 – Total Daily Rate (WBS is an additional \$1.20 of which \$1.00 is the monitoring fee portion and \$0.20 is the rental equipment portion).

**Note 1:** If purchasing/renting the Wireless Base Station kitted with CAM or HA Equipment, the Service Fee will be invoiced at the amount for CAM or HA Kit listed above, plus the Service Fee amount listed above for the CAM or HA Wireless Base station as if it were purchased/rented as a standalone unit.

**Note 2:** Rental Equipment price changes are based on tier levels are calculated on the number of Active Equipment rental units, not total number rented.

**B. Extension:** In addition to the Amendments addressed above, the parties hereby renew the Agency Products and Services Agreement, extending its effective dates from July 1, 2019 through June 30, 2020.

**FOR AND ON BEHALF OF AGENCY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Clerk of Agency

**ALCOHOL MONITORING SYSTEMS, INC.**

By: 

Name: Lou Sugo

Title: Vice President – Sales and Marketing

Signed by AMS and effective as of:

6/20/19

**“Effective Date”**





**Nolan M. Fields IV**  
Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
500 South Denver Avenue, Tulsa, Oklahoma 74103  
(918) 596 - 4900 | [nfields@tulsacounty.org](mailto:nfields@tulsacounty.org)

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**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** June 20, 2019

**REFERENCE:** Amendment #1 to the Tennis Professional Management Agreement with  
M&M Tennis, LLC

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session.

This Amendment modifies the original Agreement approved Jun. 25, 2018 (CMF No. 245217). The Company has already signed this item, and it is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads 'Nolan M. Fields IV'.

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**Nolan M. Fields IV**  
Assistant District Attorney

CC:  
Richard Bales, Parks Director

**TENNIS PROFESSIONAL MANAGEMENT AGREEMENT  
AMENDMENT 1**

The Tennis Professional Management Agreement ("Agreement") entered into between the Board of County Commissioners of Tulsa County, Oklahoma and Melissa McCorkle dba M&M Tennis, LLC (CMF no. 245217), effective July 1, 2018, is to be amended as follows:

1. Effective July 1, 2019, Section 1.3(C)(1) will be amended by replacing the maximum fiscal year reimbursement amount listed in the second sentence therein, eighty-six thousand, four hundred dollars (\$86,400.00) with seventy thousand dollars (\$70,000.00).

All other terms, conditions and provisions of the Agreement remain in effect and are unchanged by this Amendment.

Further, pursuant to Section 1.1 of the Agreement, this Amendment will also serve as the parties' writing expressing their joint intent to exercise the Agreement's first renewal option, extending the Agreement from July 1, 2019 until June 30, 2020.

Approved this \_\_\_\_\_ day of June, 2019.

**M&M Tennis, LLC**

By: Melissa McCorkle 6/7/19  
Melissa McCorkle Date

**Board of County Commissioners  
of Tulsa County, Okla.**

By: \_\_\_\_\_  
Karen Keith, Chairman

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Asst. District Attorney

ATTEST:

By: \_\_\_\_\_  
Michael Willis, County Clerk

[SEAL]

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TULSA COUNTY

PURCHASING  
DEPARTMENT

---

# MEMO

DATE: June 19, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Amendment #1 – Chevrolet and GMC Parts

On July 23, 2018, the bid for Chevrolet and GMC Parts as awarded to Bob Howard Parts Distribution and Marc Miller Buick GMC by the Board of County Commissioners, CMF#245463.

This amendment #1 is to renew the Chevrolet and GMC Parts award for a one year period, effective July 29, 2019 through July 28, 2020. Both vendors have agreed to keep pricing that is currently in place with no changes to the terms of the bid.

This recommendation is respectfully submitted for your approval.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.



## CONTRACT / AGREEMENT RENEWAL

Department: Tulsa County Departments

Vendor: Marc Miller Buick GMC

Describe product / service provided by this contract:

Chevrolet and GMC Parts

Original CMF # 245463

Dated: 07/23/2018

Current CMF # 245463

Dated: 07/23/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the period July 29, 2019 through July 28, 2020 and shall be effective upon full execution of this contract/agreement renewal.

Vendor: 

Printed Name: Jerad Ballard

Date: 06-11-19

Approved by the Board of County Commissioners this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda.





## CONTRACT / AGREEMENT RENEWAL

Department: Tulsa County Departments

Vendor: Bob Howard PDC

Describe product / service provided by this contract:

Chevrolet and GMC Parts

Original CMF # 245463

Dated: 07/23/2018

Current CMF # 245463

Dated: 07/23/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the period July 29, 2019 through July 28, 2020 and shall be effective upon full execution of this contract/agreement renewal.

Vendor: Bob Howard PDC

Printed Name: Bruce Hoppe

Date: 6-14-19

Approved by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda.

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TULSA COUNTY

PURCHASING  
DEPARTMENT

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MEMO

DATE: June 17, 2019

FROM: Matney M. Ellis  
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Amendment 1 – Fire Protection Equipment, Maintenance, and Repair

On July 2, 2018, the bid for Fire Protection Equipment, Maintenance, and Repair was awarded to Precision Fire Protection, CMF#245264.

The Tulsa County Purchasing Department on behalf of the all Using Tulsa County Departments request the bid award be extended for a one-year period, beginning July 27, 2019 through July 26, 2020.

Precision Fire Protection has agreed to keep the bid pricing currently in place with no changes to the terms of the original bid.

This recommendation is respectfully submitted for your approval.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.



## CONTRACT / AGREEMENT RENEWAL

Department: All Using Tulsa County Departments

Vendor: Steven P. Stearman dba Precision Fire Protection

Describe product / service provided by this contract:

Fire Protection Equipment (new), Maintenance & Repair

Original CMF # 245264

Dated: 07/02/2018

Current CMF # 245264

Dated: 07/02/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the period July 27, 2019 through July 26, 2020 and shall be effective upon full execution of this contract/agreement renewal.

Vendor: 

Printed Name: STEVEN P. STEARMAN

Date: 5/28/19

Approved by the Board of County Commissioners this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda.

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TULSA COUNTY

PURCHASING  
DEPARTMENT

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# MEMO

DATE: June 19, 2019

FROM: Matney M. Ellis  
Purchasing Director 

TO: Board of County Commissioners

SUBJECT: Amendment #1 – Septic Tank Service

On July 23, 2018, the bid for Septic Tank Service as awarded to Davis Environmental Pumping by the Board of County Commissioners, CMF#245462.

This amendment #1 is to renew the Septic Tank Service award for a one year period, effective July 30, 2019 through July 29, 2020. Davis Environmental Pumping has agreed to keep pricing that is currently in place with no changes to the terms of the bid.

This recommendation is respectfully submitted for your approval.

MME / arh

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.





## CONTRACT / AGREEMENT RENEWAL

Department: Tulsa County Departments

Vendor: Davis Environmental Pumping

Describe product / service provided by this contract:

Septic Tank Service

Original CMF # 245462

Dated: 07/23/2018

Current CMF # 245462

Dated: 07/23/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the period July 30, 2019 through July 29, 2020 and shall be effective upon full execution of this contract/agreement renewal.

Vendor: 

Printed Name: Susan Davis, Davis Environmental Pumping

Date: 06/14/2019

Approved by the Board of County Commissioners this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda.

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TULSA COUNTY  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PURCHASING  
DEPARTMENT

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# MEMO

DATE: June 14, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Amendment #2-Restaurant, Kitchen, and Concessionary Supplies

On March 18, 2019, the bid for Restaurant, Kitchen, and Concessionary Supplies was awarded by the Board of County Commissioners to Ben E. Keith, CMF#247293.

The Tulsa County Purchasing Department was notified by the Tulsa County Sheriff's Office that there are some additional items they use on a regular basis and they would like to incorporate those items to the current Restaurant, Kitchen, and Concessionary Supplies bid. Ben E. Keith has agreed to include those items to the bid and prices were obtained as per attached documentation. All other pricing and specifications will remain the same.

This amendment is respectfully submitted for your approval.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.

# ORDER ACKNOWLEDGEMENT

**Ben E. Keith Company**  
PO Box 8170  
Edmond, OK, 73083  
405-753-7600

**Delivery Date:** 5/9/2019

**Route:** 434  
**Stop:** 190

**Customer - Memo:**  
Tulsa County

**Ship To:**  
Tulsa County

**PO#**  
**Ref#**

| Item              | Pack | E | Size        | Brand | Description                  | Qty | Weight | Price      | Extended |
|-------------------|------|---|-------------|-------|------------------------------|-----|--------|------------|----------|
| <b>UNASSIGNED</b> |      |   |             |       |                              |     |        |            |          |
| 840233            | 8    | B | 125 Ct Dart |       | Bowl Foam 12 Oz White        | 1   | 5.2    | \$32.89 CS | \$32.89  |
| Items: 1          |      |   |             |       |                              | 1   |        |            | 32.89    |
| 104219            | 8    | B | 125 Ct Dart |       | Plate Foam 6In White         | 1   | 4.2    | \$15.51 CS | \$15.51  |
| 840269            | 4    | S | 125 Ct Dart |       | Plate Plas 10.25In 3-C White | 1   | 22.6   | \$34.55 CS | \$34.55  |
| Items: 2          |      |   |             |       |                              | 2   |        |            | 50.06    |
|                   |      |   |             |       |                              | 3   | 31.9   |            | \$82.95  |



**Nolan M. Fields IV**  
Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
500 South Denver Avenue, Tulsa, Oklahoma 74103  
(918) 596 - 4900 | [nfields@tulsacounty.org](mailto:nfields@tulsacounty.org)

---

**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** June 20, 2019

**REFERENCE:** Change Order #3 to the Agreement with Tri-Star Construction, LLC for the LaFortune Park Trail

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session.

This change order modifies the original Agreement approved Aug. 6, 2018 (CMF No. 245581). The Company has already signed this item, and it is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads 'Nolan M. Fields IV'.

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**Nolan M. Fields IV**  
Assistant District Attorney

CC:  
Richard Bales, Parks Director



Board of County Commissioners  
c/o Matney Ellis, Director of Purchasing  
Tulsa County Administration Building  
500 S. Denver, Room 322  
Tulsa, OK 74107

Date: June 13, 2019  
Vision 2025 Project: LaFortune Park Trail

Subject: Change Order No. 3  
Contractor: Tri-Star Construction

Subfund: **J7**  
Contract Description: General Contract

Dear Mr. Ellis,

PMg respectfully requests the consideration and approval by the Board of County Commissioners of the attached Change Order Number Three (3) to Tri-Star Construction contract for construction work at the LaFortune Park Trail. Tulsa County Parks has reviewed these changes and agrees with our recommendation. Approval of this request would add \$8,638.35 to the original contract amount.

Items #1 of this change order increases unit quantities. Item #2 is a new item and lump sum. PMg is familiar with the requested items and the justification for the change follows the item description below:

- |    |   |            |
|----|---|------------|
| 1. | Description: Removal and reconstruction of 100LF of fence and 10.54LF of concrete mow strip. (overrun of unit pricing.) | \$1,140.27 |
|    | <b>Justification: Storm related damage – fallen tree damaged new fence and concrete mow strip.</b>                      |            |
| 2. | Description: Modify and re-paint bridge pipe railing. (new item)  | \$7,498.08 |

**Justification: There is a 6" difference in the pipe railing in the plans and the actual existing rail. Requested by Tulsa County, the steel manufacturer will fabricate a 2" radius on the end of the extension to match the radius on the other end of the railing with no adjustment to height of either rail.**

|                          |                   |
|--------------------------|-------------------|
| TOTAL this change order: | <u>\$8,638.35</u> |
|--------------------------|-------------------|

Funding for this change order is available in the budget.

Respectfully submitted,  
Program Management Group, LLC

Tanita A White  
Program Manager

Contract Summary

|                                     |                          |
|-------------------------------------|--------------------------|
| Original Contract Amount            | \$1,480,022.03           |
| Previous Changes                    | \$2,939.76               |
| <b>This Change.....Add.....</b>     | <b><u>\$8,638.35</u></b> |
| Revised Contract Amount if accepted | \$1,491,600.14           |

Cc: R. Bales

Attachment: Tri-Star Construction Change Order #3

**Change Order No. 003**

Date of Issuance: June 05, 2019  
Owner: Tulsa County  
Contractor: TriStar Construction  
Engineer: LandPlan Consultants  
Project: LaFortune Park Trail

Effective Date: June 05, 2019  
Owner's Contract No.: N/A  
Contractor's Project No.: 1803  
Engineer's Project No.: 601.00  
Contract Name: LaFortune Park Trail

The Contract is modified as follows upon execution of this Change Order:

1. Description: The Contractor shall remove and reconstruct 100LF of 5'-0" high CLF in the location of the storm related damage/fallen tree. This work includes the removal and replacement of approximately 10.54LF class 'c' concrete mow strip. Pay items and quantities are calculated as follows:  
Removal of fence – per unit price bid for Removal of Fence, cost= 65LF\*\$1.00/LF=\$65.00  
Construction of fence – per unit price for Fence-Style CLF (5' High, Class A), cost= 65LF\*\$16.00/LF=\$1,040.00  
Removal of concrete – per unit price for Removal of Concrete Pavement, cost=10SF/9=1.11SY\*4=\$4.44  
Construction of mow strip – per unit price for Class 'C' Concrete, cost=10SF\*.333=3.33CF/27=.12CY\*250=\$30.83  
Total cost for removal and replacement of 65LF of 5' high CLF and mow strip: **\$1,140.27**
2. Description: The contractor shall modify the bridge pipe railing retrofit. Specifically in the location of the pipe rail extension at the end of the rail. The contractor will rework the steel, removing the 90 degree angle on the top corner and replacing the angle with a 12" radius. The railing will be repainted in the modified area with marine grade paint matching the dark bronze paint or RAL 8019 as closely as possible. Pay items and quantities are calculated as follows:  
Modify and repaint the bridge approach pipe railing – per Lump Sum based off of request made by Tulsa County, cost= \$1,249.68 per railing\*6 railing locations= **\$7,498.08.**

Total cost of Change Order #3: **\$8,638.35**

Each pay item listed in item #1 above shall be treated as an "over-run" of existing contract pay quantities unless otherwise noted. All pay items have been quantified and over-runs will reflect the quantities included in this change order for the items specified.

Item #2 above will be added as a new item in the pay application for change order #3. There is no pay item for the proposed pipe rail modification.

PDF Attachments: revised 601-Details-R2-Bridge Rail-18

| CHANGE IN CONTRACT PRICE  | CHANGE IN CONTRACT TIMES<br>[note changes in Milestones if applicable]  |
|---|---|
| Original Contract Price:<br><br>\$ 1,480,022.03   | Original Contract Times: 240-270<br>Substantial Completion: 240<br>Ready for Final Payment: 270<br>days or dates                                |
| [Increase] [Decrease] from previously approved Change Orders No. 0 to No. 2:<br><br>\$ 2,939.76 | [Increase] [Decrease] from previously approved Change Orders No. 0 to No. 2:<br>Substantial Completion: 3<br>Ready for Final Payment: 0<br>days |
| Contract Price prior to this Change Order:<br><br>\$ 1,482,961.79                               | Contract Times prior to this Change Order:<br>Substantial Completion: 243<br>Ready for Final Payment: 273<br>days or dates                      |
| [Increase] [Decrease] of this Change Order:<br><br>\$ 8,638.35                                  | [Increase] [Decrease] of this Change Order:<br>Substantial Completion: 1<br>Ready for Final Payment: 0<br>days or dates                         |
| Contract Price incorporating this Change Order:<br><br>\$ 1,491,600.14                          | Contract Times with all approved Change Orders:<br>Substantial Completion: 244<br>Ready for Final Payment: 274<br>days or dates                 |

Change Order No. 002

|                               |                              |                                   |
|-------------------------------|------------------------------|-----------------------------------|
| RECOMMENDED:                  | ACCEPTED:                    | ACCEPTED:                         |
| By: <u>[Signature]</u>        | By: _____                    | By: <u>[Signature]</u>            |
| Engineer (if required)        | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: <u>Project Manager</u> | Title: _____                 | Title: <u>Managing Member</u>     |
| Date: <u>6-6-19</u>           | Date: _____                  | Date: <u>6-12-19</u>              |

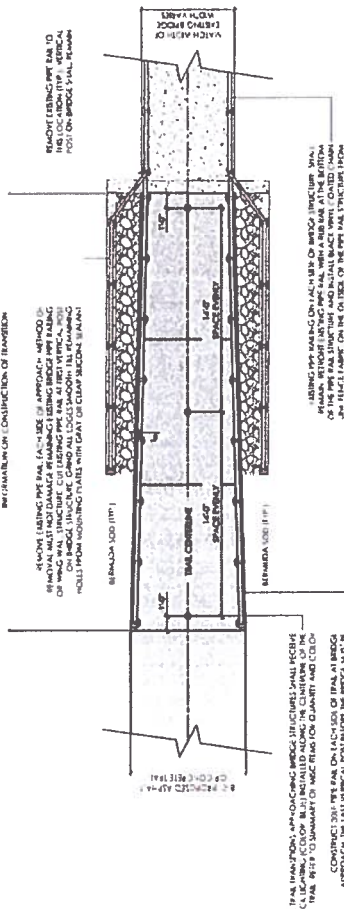
Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**NOTES**

| STRUCTURE                     | APPROACH  | BRIDGE DECK   | NOTES  |
|-------------------------------|---|---|--|
| DOUBLE T<br>PEDESTRIAN BRIDGE | SIA 74+26.55 - 74+55.72<br>REMOVE APPROX. 3'6" OF<br>PIPE RAILING. CONSTRUCT<br>FENCE FABRIC EACH SIDE<br>OF TRAIL AS SHOWN   | SIA 74+55.72 - 75+15.89<br>BRIDGE LENGTH<br>APPROXIMATELY 60'   | STEEL SLOPE SOUTH SIDE OF BRIDGE<br>REMOVE AND REPLACE EXISTING<br>PIPE RAIL IN BRIDGE APPROACH<br>SECTION. REFER TO DETAILS, THIS SHEET                               |
| DOUBLE T<br>PEDESTRIAN BRIDGE | SIA 77+31.47 - 77+41.57<br>REMOVE APPROX. 3'6" OF<br>PIPE RAILING. CONSTRUCT<br>FENCE FABRIC EACH SIDE<br>OF TRAIL AS SHOWN   | SIA 77+41.57 - 78+42.48<br>BRIDGE LENGTH<br>APPROXIMATELY 60'   | STEEL SLOPE NORTH SIDE OF BRIDGE<br>REMOVE AND REPLACE EXISTING<br>PIPE RAIL IN BRIDGE APPROACH. RETROFIT<br>EXISTING BRIDGE PIPE RAIL<br>REFER TO DETAILS, THIS SHEET |
| DOUBLE T<br>PEDESTRIAN BRIDGE | SIA 119+49.31 - 120+24.21<br>REMOVE APPROX. 3'6" OF<br>PIPE RAILING. CONSTRUCT<br>FENCE FABRIC EACH SIDE<br>OF TRAIL AS SHOWN | SIA 120+24.21 - 120+72.31<br>BRIDGE LENGTH<br>APPROXIMATELY 48' | STEEL SLOPE NORTH SIDE OF BRIDGE<br>REMOVE AND REPLACE EXISTING<br>PIPE RAIL IN BRIDGE APPROACH. RETROFIT<br>EXISTING BRIDGE PIPE RAIL<br>REFER TO DETAILS, THIS SHEET |

**DETAILS**

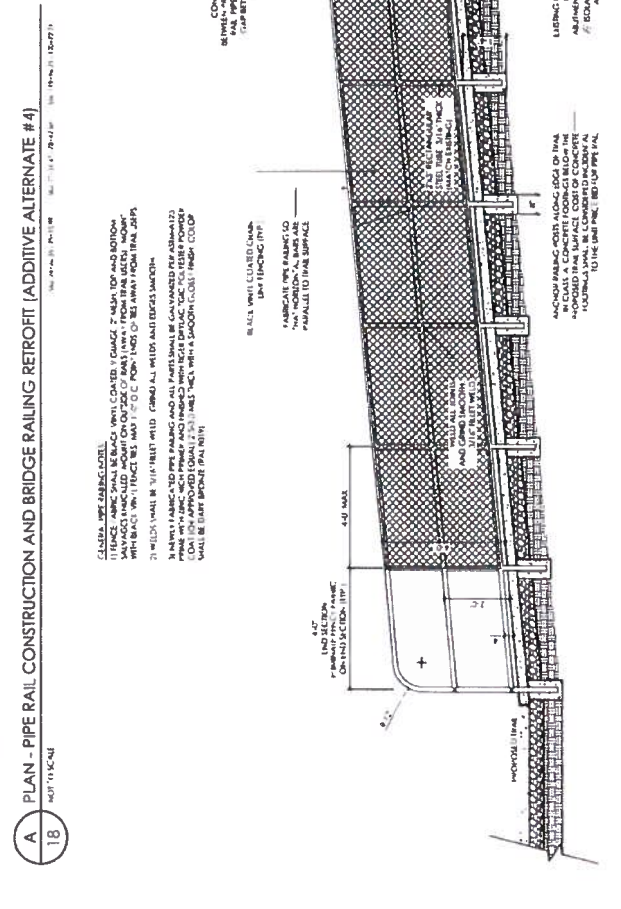


REMOVE EXISTING PIPE RAIL TO  
REVEAL EXISTING BRIDGE STRUCTURE.  
REMOVE EXISTING BRIDGE STRUCTURE  
TO EXPOSE EXISTING BRIDGE STRUCTURE.  
REMOVE EXISTING BRIDGE STRUCTURE  
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REMOVE EXISTING BRIDGE STRUCTURE  
TO EXPOSE EXISTING BRIDGE STRUCTURE.

**SECTION / ELEVATION - 2" X 3" STEEL TUBE WITH CONCRETE FOOTINGS (54" HIGH) - ADDITIVE ALTERNATE #4**



REMOVE EXISTING PIPE RAIL TO  
REVEAL EXISTING BRIDGE STRUCTURE.  
REMOVE EXISTING BRIDGE STRUCTURE  
TO EXPOSE EXISTING BRIDGE STRUCTURE.  
REMOVE EXISTING BRIDGE STRUCTURE  
TO EXPOSE EXISTING BRIDGE STRUCTURE.

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TO EXPOSE EXISTING BRIDGE STRUCTURE.  
REMOVE EXISTING BRIDGE STRUCTURE  
TO EXPOSE EXISTING BRIDGE STRUCTURE.





**Nolan M. Fields IV**

Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
500 South Denver Avenue, Tulsa, Oklahoma 74103  
(918) 596 - 4900 | [nfields@tulsacounty.org](mailto:nfields@tulsacounty.org)

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**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** June 13, 2019

**REFERENCE:** Design Agreement with the Department of the Army for Design for the  
Arkansas River Corridor Ecosystem Restoration Project Design

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. This document is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads 'Nolan M. Fields IV'.

---

**Nolan M. Fields IV**  
Assistant District Attorney

CC:  
John Fothergill, Chief Deputy Comm'r

DESIGN AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
TULSA COUNTY  
FOR  
DESIGN  
FOR THE  
ARKANSAS RIVER CORRIDOR ECOSYSTEM RESTORATION PROJECT DESIGN

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the “Government”), represented by the U.S. Army Engineer, Tulsa District (hereinafter the “District Engineer”) and the Tulsa County (hereinafter the “Non-Federal Sponsor”), represented by the Tulsa County Board of County Commissioners.

WITNESSETH, THAT:

WHEREAS, Federal funds were provided in the Consolidated Appropriations Act, 2018 (PL 115-141) to initiate design of the Arkansas River Corridor Ecosystem Restoration Project includes design of a pool control structure to release low flows during times of non-release from Keystone Dam, a rock riffle with created wetlands, and an interior least tern island;

WHEREAS, construction of the Project is authorized by the Water Resource Development Act of 2007 Section 3132;

WHEREAS, Section 103 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2213), specifies the cost-sharing requirements applicable to construction of the Project, and Section 105(c) of the Water Resources Development Act of 1986 (33 U.S.C. 2215), provides that the costs of design shall be shared in the same percentages as construction of the Project;

WHEREAS, based on the Project’s primary project purpose aquatic ecosystem restoration, the parties agree that the Non-Federal Sponsor shall contribute 35 percent of the total design costs under this Agreement;

WHEREAS, pursuant to Section 221(a)(4) of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b(a)), the Non-Federal Sponsor may perform or provide in-kind contributions for credit towards the non-Federal share of the total design costs; and

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE I - DEFINITIONS

A. The term “Project” means Arkansas River Corridor Ecosystem Restoration Project, which includes design of a pool control structure, a rock riffle with created wetlands, and an interior least tern island, as generally described in the Director’s Report, dated June 8, 2018 and approved the Director of Civil Works on August 3, 2018.

B. The term “Design” means the geotechnical, HTRW, anchor and other appropriate investigations to perform design work, for detailed pre-construction engineering and design, including preparation of plans and specifications for the initial construction contract for the Project.

C. The term “total design costs” means the sum of all costs that are directly related to the Design and cost shared in accordance with the terms of this Agreement. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government’s costs for engineering and design, economic and environmental analyses, and evaluation; for contract dispute settlements or awards; for supervision and administration; for Agency Technical Review and other review processes required by the Government; for response to any required Independent External Peer Review; and the Non-Federal Sponsor’s creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation in the Design Coordination Team; audits; an Independent External Peer Review panel, if required; or betterments; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

D. The term "in-kind contributions" means those materials or services provided by the Non-Federal Sponsor that are identified as being integral to design of the Project by the Division Engineer for the Southwest Division. To be integral, the material or service must be part of the work that the Government would otherwise have undertaken for design of the Project. In-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any hazardous substances that may exist in, on, or under real property interests required for the Project.

E. The term “fiscal year” means one year beginning on October 1<sup>st</sup> and ending on September 30th of the following year.

F. The term “betterment” means a difference in the design of a portion of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the design of that portion.

## ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Design using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. The Non-Federal Sponsor shall perform or provide any in-kind contributions in accordance with applicable Federal laws, regulations, and policies. If the Government and non-Federal interest enter into a Project Partnership Agreement for construction of the Project, the Government shall include the total design costs in the calculation of construction costs for the Project in accordance with the terms and conditions of the Project Partnership Agreement.

B. The Non-Federal Sponsor shall contribute 35 percent of total design costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the initial fiscal year of the Design. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.

2. No later than August 1<sup>st</sup> prior to each subsequent fiscal year of the Design, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1<sup>st</sup> prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government.

C. The Government shall credit towards the Non-Federal Sponsor's share of total design costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind contributions integral to the Design, including associated supervision and administration. Such costs shall be subject to audit in accordance with Article VII to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the

Non-Federal Sponsor; for any items provided or performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding; for any items not identified as integral in the integral determination report; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

3. No reimbursement will be provided for any in-kind contributions that exceed the Non-Federal Sponsor's share of the total design costs under this Agreement. As provided in Article II.A., total design costs, including credit for in-kind contributions, shall be included in the calculation of construction costs for the Project in accordance with the terms and conditions of the Project Partnership Agreement.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal Program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

H. If Independent External Peer Review (IEPR) is required for the Design, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in the total design costs.

I. In addition to the ongoing, regular discussions of the parties in the delivery of the Design, the Government and the Non-Federal Sponsor may establish a Design Coordination Team consisting of Government's Project Manager and the Non-Federal

Sponsor's counterpart and one senior representative each from the Government and Non-Federal Sponsor to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be included in the total design costs. The Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be paid solely by the Non-Federal Sponsor without reimbursement or credit.

J. The Non-Federal Sponsor may request in writing that the Government perform betterments on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Engineer for the Southwest Division. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article III.F., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work.

### ARTICLE III - METHOD OF PAYMENT

A. As of the effective date of this Agreement, total design costs are projected to be \$ 6,975,000, with the Government's share of such costs projected to be \$4,534,000, the Non-Federal Sponsor's share of such costs projected to be \$2,441,000; and the costs for betterments are projected to be \$0. These amounts are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with quarterly reports setting forth the estimated total design costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Design.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Tulsa District (M5)" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of the total design costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of the total design costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such

notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon conclusion of the Design and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds or if requested by the Non-Federal Sponsor, apply the excess amount towards the non-Federal share of the cost of construction of the Project in the event a Project Partnership Agreement is executed for the Project. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of total design costs, including contract claims or any other liability that may become known after the final accounting.

F. Payment of Costs for Betterments Provided on Behalf of the Non-Federal Sponsor. No later than 30 calendar days after receiving written notice from the Government of the amount of funds required to cover any such costs, as applicable, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, Tulsa District (M5)" to the District Engineer, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover any such costs, as applicable, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

#### ARTICLE IV - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate Design unless the Assistant Secretary of the Army (Civil Works) determines that continuation of the Design is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

B. If the Government determines at any time that the Federal funds made available for the Design are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing, and upon exhaustion of such funds, the Government shall suspend Design until there are sufficient Federal funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow Design to resume.

C. In the event of termination, the parties shall conclude their activities relating to the Design and conduct an accounting in accordance with Article III.E. To provide for

this eventuality, the Government may reserve a percentage of available funds as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

## ARTICLE V – HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the Design, except for damages due to the fault or negligence of the Government or its contractors.

## ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

## ARTICLE VII - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Design. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Design shall not be included in total design costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents,



or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

## ARTICLE VIII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

## ARTICLE IX - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Tulsa County Board of County Commissioners, Chair  
500 South Denver Avenue  
Tulsa, OK 74103

If to the Government:

US Army Corps of Engineers  
Tulsa District, PP-C  
Attn: Cynthia Kitchens  
2488 East 81<sup>st</sup> Street  
Tulsa, OK 74137-4290

B. A party may change the recipient or address for such communications by giving written notice to the other party in the manner provided in this Article.

## ARTICLE X - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XI - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

TULSA COUNTY BOARD OF COUNTY  
COMMISSIONERS

BY: \_\_\_\_\_

Christopher A. Hussin  
Colonel, U.S. Army  
District Engineer

BY: \_\_\_\_\_

Karen Keith  
Chairman

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## CERTIFICATE OF AUTHORITY

I, Steve Kunzweiler, Tulsa County District Attorney, do hereby certify that I am the principal legal officer of the **Tulsa County Board of County Commissioners**, that the **Tulsa County Board of County Commissioners** is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the **Tulsa County Board of County Commissioners** in connection with Arkansas River Corridor Ecosystem Restoration Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of the Agreement, as required by Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), and that the persons who executed the Agreement on behalf of the **Tulsa County Board of County Commissioners** acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

STEVE KUNZWEILER  
TULSA COUNTY DISTRICT ATTORNEY

By: \_\_\_\_\_  
NOLAN M. FIELDS IV  
ASSISTANT DISTRICT ATTORNEY  
Tulsa County District Attorney's Office  
500 S. Denver #800  
Tulsa, OK 74103

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

**Karen Keith**  
**Chair, Tulsa County Board of County Commissioners**

DATE: \_\_\_\_\_

ATTEST:

---

County Clerk

APPROVED AS TO FORM:

---

Assistant District Attorney

**NON-FEDERAL SPONSOR'S  
SELF-CERTIFICATION OF FINANCIAL CAPABILITY  
FOR AGREEMENTS**

I, Karen Keith, do hereby certify that I am the Chair of the Tulsa County Board of County Commissioners, (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Arkansas River Corridor Ecosystem Restoration Project Design; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under Arkansas River Corridor Ecosystem Restoration Project Design .

IN WITNESS WHEREOF, I have made and executed this certification this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_  
Karen Keith

TITLE: Chair, Tulsa County Board of County Commissioners

DATE: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:  
\_\_\_\_\_  
Assistant District Attorney



## CONTRACT / AGREEMENT RENEWAL

Department: Parks

Vendor: Tulsa Little League

Describe Product / Service provided by this contract: Lease Agreement for LaFortune Ball Fields

Original CMF # 234290

Dated: 4/8/15

Current CMF # 245426

Dated: 7/10/18

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year \*

2019 - 2020 and shall be effective upon full execution of this

contract/agreement renewal. \*Note: Fiscal Year is July 1-June 30

Vendor: Tulsa Little League, President

Printed Name: STEPHEN M. SKOCIK

Date: June 4, 2019

Approved by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda



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TULSA COUNTY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PURCHASING  
DEPARTMENT

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MEMO

DATE: June 19, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Request for Approval- Proposal Acceptance Recommendation- Home Consortium FY 2018 Rental Housing

It is the recommendation of INCOG to accept the proposal from Nehemiah Community Development Corporation (NCDC) for \$430,000 to assist in the construction of Phase 2, Cottages on 6<sup>th</sup> Street, to be located in Bartlesville, Oklahoma, and to be funded through the Fiscal Year 2018 Home Consortium Rental Housing Fund.

This recommendation is respectfully submitted for your approval.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.



a voluntary association of local governments serving Creek, Osage, Rogers, Tulsa and Wagoner Counties

2 West 2<sup>nd</sup> Street, Suite 800 Tulsa, Oklahoma 74103-3123 918.584.7526 www.incog.org

## MEMORANDUM

TO: Matney Ellis, Purchasing Director  
Tulsa County

FROM: Claudia Brierre

DATE: June 17, 2019

RE: AWARD OF PROPOSAL FOR HOME CONSORTIUM FY2018 RENTAL HOUSING

The Consortium has HOME funds from Fiscal Year 2018 and 2019 available to fund projects that promote affordable rental housing within the Consortium service area. On behalf of Tulsa County as lead entity for the Tulsa County HOME Consortium, INCOG solicited RFPs from Consortium-certified non-profit developers for the new construction of supportive single family or multi-family rental housing, as defined in the HOME regulations. Rental housing was identified as a priority need in the Metropolitan Tulsa HOME Consortium Consolidated Plan. The amount available for award for new construction of rental housing is a total of **\$880,000.00** from two fiscal years (2018 and 2019). The maximum amount of funds an applicant could request through this RFP was approximately **\$450,000**. A funding award to more than one applicant was anticipated, with funds split between FY2018 and FY2019 amounts. Two non-profits were sent the RFP packet and the RFP was advertised in the Tulsa World. Proposals were received by INCOG by April 9, 2019.

This award memo pertains to the award of the FY2018 HOME funds only; a separate award memo covered award of the FY2019 funds to A New Leaf. Nehemiah Community Development Corporation (NCDC) submitted an application for Phase 2 of the Cottages on 6<sup>th</sup> Street in Bartlesville. Previously, the HOME Consortium awarded funding to NCDC for Phase 1 construction of 6 single family rental units. The proposed (7) additional units in Phase 2 will feature the same social service component which provides residents in cluster site cottage homes with the opportunity to establish and achieve long-term goals related to education and employment. The (7) units in Phase 2 will range in square footage from 544 sf to 1,080 sf, with both 2 bedroom and 3 bedroom units. Total development costs will be \$1,043,312. Funding partners will include the Lyons Foundation, Federal Home Loan Bank of Topeka- Affordable Housing Program and Truity Credit Union. The proposal submitted by NCDC requests \$430,000 in HOME funds to assist in the construction 7 units in Phase 2, with a HOME investment of \$61,428 per unit.

The agency has professional staff and meets the qualifications of the program. Staff recommends that NCDC be awarded funding in the full amount they requested because of their successful delivery performance on Phase 1 of the development.

Attached are the Request For Proposal packet, Selection Criteria Point ranking, solicitation letters, responses from vendors, and the HOME Consortium's Developer Capacity certification.

Therefore, staff recommends that the Board of County Commissioners approve the following agency for funding in the following amount:

Nehemiah Community Development Corp:

\$430,000 (FY2018 HOME funds)

**FOR COMMISSION AGENDA Monday, JUNE 24, 2019**

By: \_\_\_\_\_, Chairman, Tulsa County Board of Commissioners



**Metropolitan Tulsa HOME Consortium  
FY2018-2019 Rental Housing  
Selection Criteria**

| <b>Selection Criteria</b>   | <b>Maximum Points</b> | <b>Nehemiah CDC</b> |
|---|-----------------------|---------------------|
| <b>Documentation of Need: as evidenced by demand analysis</b>                             | <b>10</b>             | <b>10</b>           |
| <b>Leverage:</b>  | <b>7</b>              | <b>7</b>            |
| <b>HOME Cost Per Unit:</b>  | <b>8</b>              | <b>8</b>            |
| <b>Extent of Long-term Affordability <u>beyond</u> minimum required for HOME program:</b> | <b>10</b>             | <b>0</b>            |
| <b>Capacity of Development Team:</b>  | <b>25</b>             | <b>25</b>           |
| a. Sponsor's successful track record  | 7                     | 7                   |
| b. Developer's successful track record  | 8                     | 8                   |
| c. Management agent's successful experience   | 8                     | 8                   |
| d. Oklahoma company/individual  | 2                     | 2                   |
| <b>Support Services:</b>  | <b>10</b>             | <b>5</b>            |
| a. On-site services provided (with commitment letters)                                    | 10                    |                     |
| b. Off-site services provided only (with commitment letters)                              | 5                     | 5                   |
| c. No service commitments provided  | 0                     |                     |
| <b>Community Support:</b>   | <b>10</b>             | <b>5</b>            |
| a. Documentation of support from local government   | 5                     | 5                   |
| b. Documentation of support from community organizations                                  | 5                     |                     |
| c. No documentation provided  | 0                     |                     |
| <b>Match Generation:</b>  | <b>10</b>             | <b>10</b>           |
| a. Generates 100% match for Consortium (AHP)  | 10                    | 10                  |
| b. Generates 75% match for Consortium   | 5                     |                     |
| c. Generates match for project only   | 2                     |                     |
| d. Generates no eligible match  | 0                     |                     |
| <b>Readiness to Proceed:</b>  | <b>10</b>             | <b>7</b>            |
| a. Financing  |                       |                     |
| 1. Funding commitments of other sources secured   | 5                     |                     |
| 2. Funding applications of other sources pending  | 2                     | 2                   |
| 3. Funding applications of other sources to be submitted                                  | 0                     |                     |
| b. Environmental  |                       | 0                   |

|   |            |           |
|---|------------|-----------|
| 1. Site has no known environmental problems                   | 3          | 3         |
| 2. Site has known environmental problems that can be remedied | 0          | 0         |
| c. Displacement   |            |           |
| 1. No displacement will occur                                 | 2          | 2         |
| 2. Displacement will occur                                    | 0          |           |
| <b>TOTAL</b>  | <b>100</b> | <b>77</b> |

**Metropolitan Tulsa HOME Consortium  
Request For Proposals for  
FY2018-2019  
Rental Housing**

**Project Information**

Project Sponsor: Nehemiah Community Development Corporation (NCDC)

Contact Person:    Name Arlando Parker  
                             Address 618 S. Elm  
                             City, State, Zip Bartlesville, OK 74003  
                             Phone 918.350.0084  
                             Fax 918.876.4046  
                             Email adparker@cableone.net

DUNS #: \_\_\_\_\_ FEI#: 94-3465494

Applicant is:               CHDO          X   Certified Developer

HOME funds requested: \$ 430,000        Total Project Cost: \$ 1,043,312

Number of HOME units:       7              Total Units in Project:       7      

HOME investment per HOME unit: \$ 61,428 (\$HOME funds/# of HOME units)

Project Name: Cottages on 6<sup>th</sup> Street (Phase 2)

Location: 808 W. 6<sup>th</sup> Street

\_\_\_\_\_  
(attach map)

Proposed Project:   X   New Construction of Single Family  
                                    New Construction of Multi-Family

Is this a Phased Project?        Phase I          X   Phase II

Type of Structure: Structural Insulated Panels (SIP)

Square Footage: Range from 544 sf to 1,080 sf

Project Description: NCDC existing single family "rental" project is providing access to affordable quality housing in the Westside of Bartlesville, helping seniors, individuals, and working families bridge the gap between income and housing expenses. The proposed (7) additional units features the same unique social service component which provides residents in our cluster

site cottages homes with the opportunity to establish and achieve long-term goals related to education, employment, entrepreneurship and homeownership.

Have HOME funds been used for this project previously? Yes X No       
If so, when did/does Period of Affordability expire? 2016 + 20 = 2036

Property Information: Is this property in a flood plain? Yes      No X  
(attach map)

**Neighborhood Market Analysis or Market Study.**

Depending on the size of the development being assisted with HOME funds, one of two evaluations of the market must be conducted. For development of less than 20 units (homeownership or rental), a Neighborhood Market Analysis must be conducted by the applicant, and submitted with the request for HOME funds from the Consortium. For the development of over 20 units (homeownership or rental), applicants must submit a third party, independent housing Market Study. The market study must be prepared by a market analyst, unaffiliated with the applicant, owner or developer, who has experience with single or multi-family rental or single-family homeownership housing, depending on the proposal.

See Attachment B **Neighborhood Market Analysis/Market Study for the HOME Program under the 2013 HOME Rule** for requirements of each type of required analysis/study.

Label Market Analysis or Market Study submission as **Exhibit 1.** ✓

**Sources of Funds.** List sources of financing and equity in the project including construction financing, permanent financing, grants, donations and sweat equity. Attach letters of commitment, if available. Identify each source as to type by noting (L) for Loan, (G) for Grant or (E) for Equity. Indicate whether proposed, requested or approved in status column.

| Source                 | Type       | Amount           | Terms | Status          |
|------------------------|------------|------------------|-------|-----------------|
| <u>Lyon Foundation</u> | <u>(G)</u> | <u>\$150,000</u> |       | <u>approved</u> |
| <u>FHLBank AHP</u>     | <u>(G)</u> | <u>\$315,000</u> |       | <u>proposed</u> |
| <u>Bank</u>            | <u>(L)</u> | <u>\$148,312</u> |       | <u>proposed</u> |

Total Development Cost \$ 1,043,312

**Use of Funds- Pro Forma.** Categorize and list the expected uses of funds. Please attach a separate 15-year Pro-forma analysis and label as **Exhibit 2.** ✓

✓ **Line Item Budget:** Provide a detailed line item budget of all project costs and label as **Exhibit 3.** Line items must be reflected on construction schedule and on pay request applications.

**Match Generation.** Describe how eligible match will be generated (if any provided).

**Bank - \$148,312, FHLBank - \$315,000, Lyon Foundation - \$150,000**

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**Number of Units by Type.**

Number of Total Units 7

Number of Non-income Units           

Number of units above 80% of median income           

Number of units between 60%-80% of median income 1

Number of units between 51%-60% of median income 1

Number of units at 50% or below of median income 5

Number of units for physically disabled           

Number of units for sensory impaired           

**Readiness to Proceed and Construction Schedule.** Document readiness to proceed, as demonstrated by the below:

Estimated project start date 11.01.2019

Estimated project completion date 7.31.2020

Provide a schedule of all tasks to perform and a schedule for completing the tasks in sufficient detail for Grantor to provide a sound basis for the release and monitoring of the HOME funds. Label as **Exhibit 4.**

**Support Services.** Describe any support services (such as nutrition or transportation) available to residents of the project and indicate whether the services will be provided on-site or at sites off the property. Attach letters of commitment from service providers.

**Transportation assistance, Job training, education, and other support services will ensure that individual family members acquire the skills and confidence to make significant and long lasting improvements in their lives. Each individual and tenant family is carefully assessed and counseled to identify the specific educational and support services needed to help them realize their goals. In partnership with other agencies and service providers.**

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**Community Support.** Describe endorsements from local unit of government and other community organizations. Provide documentation of evidence of local support for the project in the form of letters of endorsement. Points will be awarded only for those groups referenced that are supported by a letter or other suitable written documentation.


Nehemiah will connect individuals and families with services such as: Workforce Oklahoma (Job readiness and Job Training Activities), Bartlesville Adult Education (GED Educational Support) see attached letters of support.

**Long-term Affordability.** Indicate the number of years the project will be retained as affordable housing and how this will be accomplished (i.e. land covenants, deed restrictions, second liens, low-income housing tax credits, etc.)

The proposed project will have a deed restrictions and a 15-year retention.

**Capacity of Development Team.** Describe the sponsor's record of performance, qualifications and capacity to carry out project responsibilities. Describe the specific role of the sponsor (developer, owner, investor, manager, etc.). If a management firm will be used for operation of the project, describe the management firm's capacity.

NCDC has completed (9) of these units in '2018 on time and under budget

  
Signature of Authorized Individual

4.4.2019  
Date

Arlando Parker President/CEO  
Type Name & Title

# **Neighborhood Market Analysis**

## **Exhibit 1**

The area median income in Washington County is \$48,870. For extremely low-income households, this results in an income of \$24,250 or less for a four-person household or \$12,700 or less for a one-person household. Extremely low-income households have a variety of housing situations and needs. For example, most families and individuals receiving public assistance, such as social security insurance (SSI) or disability insurance, are considered extremely low-income households. At the same time, a minimum wage worker could be considered an extremely low-income household with an annual income of approximately \$17,000 or less. Source: Employment Development Department, Occupational Employment Projections.

In 2010, approximately 5,620 persons living in poverty resided in the city of Bartlesville, representing 15.4 percent of the total households. Most (88.5%) extremely low-income households are renters and experience a high incidence of housing problems. For example, 82.9 percent of extremely low-income households faced housing problems (defined as cost burden greater than 30 percent of income and/or overcrowding and/or without complete kitchen or plumbing facilities) and 78.3 percent were in overpayment situations. Even further, 59.2 percent of extremely low-income households paid more than 50 percent of their income toward housing costs, compared to 17 percent for all households.

The City of Bartlesville Affordable Housing Plan (adopted July 14, 2008) projected 50 percent of its very low-income regional housing needs are extremely low-income households. As a result, from the extremely low-income need of 120 units, the city of Bartlesville has a projected need of 60 units for extremely low-income households. Many extremely low-income households will be seeking rental housing and will most likely face an overpayment, overcrowding or substandard housing conditions. Some extremely low-income households could be dealing with mental or other disabilities and/or special needs.

To address the range of needs of extremely low-income households (30-40% AMI) and low-income households (50% AMI), Nehemiah has proposed rent levels for a two-bedroom unit at \$600 with current fair market rates at \$624. Three-bedroom units are proposed to rent for \$700 with current fair market rates leases at \$911.

Of all occupied housing units (21,036) within the city of Bartlesville, 30% (6,310) are renter occupied, slightly less than the 32% rental occupancy rate for the state of Oklahoma. Of the rental occupied housing units, approximately half are single-family residential housing units (includes single-family attached, single-family detached, and mobile homes) and 50% are apartment units (includes duplex, triplex and structures of 5+ units per building). Of the latter 50%, 34% of these dwelling units are located within complexes with five or more units per building. Of all total rental units, 44.6% were built

before 1960 and of those, three in four are traditional single-family detached residential units, many of which are poorly maintained.

The Fair Market Rate (FMR) in Bartlesville is \$624 for 2-bedroom unit, according to the 2010 Census, the rental vacancy rate in the city of Bartlesville is 7.9%. The following is a profile of the rental market of the city of Bartlesville:

- 21% are minority citizens
- 16.9% are 65 years of age or more
- 31.6% are households with children under 18 years of age
- 16.9% are married couple families with children
- 3.2% are single fathers with children
- 11.2% are single mothers with children
- 57.8% earn less than \$25,000 per year
- 34.2% of all renters spend 30% or more of their housing income for rent, with 18.5% spending 50% or more for rent

West Bartlesville includes a broad array of established residential and nonresidential land uses and also significant market potential for infill development activity. The presence of major employers (Conoco Phillips Research Center, Schlumberger, Sitel, United Linen), together with the proximity to downtown and existing established neighborhoods, has the potential to contribute to renewed economic vigor for the West Bartlesville Study Area.

Although the city of Bartlesville serves as a shopping hub for Washington, Osage and Nowata Counties in Oklahoma, as well as much of Montgomery County, Kansas, and serves a secondary retail role to the Tulsa metroplex, West Bartlesville's role has shifted over the decades from a relatively important retail center for the city to a more neighborhood-oriented shopping destination. As the U.S. Highway 75 corridor continues to capture much of the major chain retail development, and downtown Bartlesville emerges as a specialty shopping destination, West Bartlesville's future is likely tied to enhancing this neighborhood retail orientation. Proximity to downtown and employment concentrations to the west should allow West Bartlesville to grow as a retail destination for both daytime and nighttime populations. Sources: Claritas Inc.; Urban Land Institute; Leland Consulting group.

The city of Bartlesville has three census tracts (1,2, & 3) out of ten total that are within the west side of Bartlesville, and are qualified as low-moderate income areas, the proposed development site is located within census tract 2. According to census data, these three tracts contain many post-war productions built homes. The median years



the housing structures were built within these three tracts were 1944, 1946 and 1951. Additionally, 48% of all housing units within these three census tracts are renter-occupied and many of these are the subject of property maintenance code violations which are addressed each year by the Neighborhood Services Division of the Community Development Department with the City of Bartlesville

Generally speaking, infill neighborhood areas are more suitable to attached housing, but this study area (West Bartlesville, Source: West Bartlesville Redevelopment Plan 2010) includes substantial areas of detached residential development, with both vacant land and marginal housing as potential candidates for infill. For vacant areas, detached development could be relatively dense, with patio homes, bungalow courts and other small-lot development working within this relatively urban setting.

Demand for rental/ownership attached housing should total approximately 189 units county-wide over the next 10 years. Of this, the West Bartlesville study area could capture 21 percent, or 40 units, by 2019, assuming attached units could be made available across a broad affordability spectrum.

While condominium-type construction has been adversely impacted nationally by the mortgage lending crisis and over-building, the low-maintenance and potentially pedestrian-friendly aspects of attached housing should grow in share as it finds appeal among an aging Baby Boomer population as well as young professionals. This absorption could take the form of loft condominiums within upper floor commercial buildings, as well as in new town-home or row-home construction on underutilized parcels scattered around West Bartlesville.

Projected apartment demand for Washington County of just over 290 new units by 2019 (for households earning over \$15,000) and an attainable capture for west Bartlesville of 73 units, for a 25% overall capture rate. West Bartlesville is well-positioned to attract prospective renters with its proximity to major employers and activity centers. Sources: Claritas Inc.; Urban Land Institute; Leland Consulting Group

# *The Lyon Foundation*

411 East 33rd Street  
P.O. Box 546  
Bartlesville, Oklahoma 74005  
Telephone (918) 336-0066

## *Founders*

*E.H. (Ted) Lyon*  
*(1906-1978)*  
*Melody Lyon*  
*(1909-1978)*

## *Significant Donor*

*Charles W. Selby*  
*(1911-2008)*

March 26, 2019

Nehemiah Community Development Corp.  
P.O. Box 3263  
Bartlesville, OK 74006

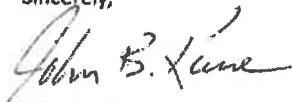
Attention: Arlando Parker, President and CEO

Dear Mr. Parker:

The board of directors of the Lyon Foundation has approved the Nehemiah Community Development Corp. grant request of \$150,000.00 to expand Phase 2 of NCDC's rental housing program. The funds will be distributed when all required funds are committed and the project commences.

Thank you for your continuing contributions to our community.

Sincerely,



John B. Kane  
President

JBK:dmw

## 6/12/2019

Number of Units:

Vacancy Rate Year 1  
Stabilized Vacancy Rate: Years 2-15

### COTTAGES ON 6TH STREET (PHASE 2)

If applicable, Interest Rate on Operating Reserve

**Editorial Board**

☐

6/5/2019

Explanation: In the box below enter any explanation needed.

**FINANCIAL PROJECTIONS**  
**NEHEMIAH COMMUNITY DEVELOPMENT CORPORATION**  
**COTTAGES ON 6<sup>TH</sup> STREET**  
**Phase 2**  
**AFFORDABLE RENTAL PROGRAM**

**PRO FORMA-**  
**SOURCES AND USES OF FUNDS**

**SOURCES OF FUNDS**

|                                  |         |                    |
|----------------------------------|---------|--------------------|
| NCDC Permanent Loan (Truity FCU) | 148,312 |                    |
|                                  |         | <b>148,312</b>     |
| <b>SUBSIDIES</b>                 |         |                    |
| FHLB AHP - Grant                 | 315,000 |                    |
| INCOG HOME - Grant               | 430,000 |                    |
| LYON FOUNDATION - Grant          | 150,000 |                    |
|                                  |         | <b>895,000</b>     |
| <b>TOTAL SOURCES OF FUNDS</b>    |         | <b>\$1,043,312</b> |

**USES OF FUNDS**

|                                     |         |                    |
|-------------------------------------|---------|--------------------|
| <b>ACQUISITION COST</b>             |         | <b>0</b>           |
| Land                                | 0       |                    |
| <b>LAND DEVELOPMENT</b>             |         | <b>108,000</b>     |
| Parking                             | 50,000  |                    |
| Site Improvements                   | 25,000  |                    |
| Grading/Topsoil/Sod                 | 13,000  |                    |
| Pavers and Sidewalks                | 20,000  |                    |
| <b>CONSTRUCTION COST</b>            |         | <b>859,219</b>     |
| (7) Houses (\$120 @ 5,416 sq. ft.)  | 649,920 |                    |
| General requirements @ 6%           | 38,995  |                    |
| Builder's profit and overhead @ 10% | 64,992  |                    |
| Construction contingency @ 10%      | 64,992  |                    |
| Porches (7) units                   | 40,320  |                    |
| <b>PROFESSIONAL FEES</b>            |         | <b>65,493</b>      |
| Architect and Engineering           | 5,000   |                    |
| Developer Fee (9%)                  | 58,493  |                    |
| Legal Fees                          | 500     |                    |
| Surveying                           | 1,500   |                    |
| <b>GENERAL PROVISIONS</b>           |         | <b>7,500</b>       |
| Insurance                           | 5,500   |                    |
| Permits Fees                        | 2,000   |                    |
| <b>FINANCING</b>                    |         | <b>3,100</b>       |
| Title, Recording and Escrow         | 500     |                    |
| Construction Interest/Fees          | 1,600   |                    |
| Real Estate Taxes                   | 1,000   |                    |
| <b>TOTAL USES OF FUNDS</b>          |         | <b>\$1,043,312</b> |

## Exhibit 4

Schedule of all tasks to perform and a schedule for completing the tasks.

### Contractor/Construction

#### Bidding Process:

| Trade      | Bid Announced | # Bids Received | Bids Opened/<br>Reviewed | Bid Accepted | Contract Signed |
|------------|---------------|-----------------|--------------------------|--------------|-----------------|
| Concrete   | 10.1.2019     | 3               | 11.1.2019                | 11.2.2019    |                 |
| Electrical | 10.1.2019     | 3               | 11.1.2019                | 11.2.2019    |                 |
| Plumbing   | 10.1.2019     | 3               | 11.1.2019                | 11.2.2019    |                 |
| Roofer     | 10.1.2019     | 3               | 11.1.2019                | 11.2.2019    |                 |
| Mechanical | 10.1.2019     | 3               | 11.1.2019                | 11.2.2019    |                 |

| CONTRACTOR                         | Name<br>Address<br>Phone # | Permit<br>Issued | Start<br>Date | Schedule<br># days to<br>complete | Status<br>In Progress/<br>Delayed,<br>etc. | Final<br>Inspection | Complete |
|------------------------------------|----------------------------|------------------|---------------|-----------------------------------|--|---------------------|----------|
| General                            |                            |                  |               |                                   |  |                     |          |
| Foundation/<br>Concrete            |                            |                  |               |                                   |  |                     |          |
| Structural Insul.<br>Panels (SIPs) |                            |                  |               |                                   |  |                     |          |
| Plumbing                           |                            |                  |               |                                   |  |                     |          |
| Electrical                         |                            |                  |               |                                   |  |                     |          |
| Mechanical                         |                            |                  |               |                                   |  |                     |          |
| Drywall                            |                            |                  |               |                                   |  |                     |          |

### Overall Project Progress

Is the project proceeding according to the Projected Schedule of Activities submitted?\_\_\_

If not, please explain. \_\_\_\_\_

Is the project staying within the budget established?\_\_\_\_\_

If not, please explain: \_\_\_\_\_

PO Box 3263

Bartlesville, OK

74006

**Representing Employees**  
 Rev Mike Wester, Commissioner  
 Sen. Mike Fair, Commissioner

**Representing Employees**  
**Rev. Mike Wester, Commissioner**  
**Sen. Mike Fair, Commissioner**

George M's

WMAF, 695 Main Street, Springfield, MA 01103 - Post Office Box 520530, Oklahoma City, Oklahoma 73152-2003 - Telephone (405) 557-7100 - Fax (405) 557-7117



To Whom It May Concern:

Adult learners affiliated with the Nehemiah Community Development Corporation currently attend classes at the Bartlesville Adult Learning Center (BALC). The BALC provides daytime and evening classes in Adult Literacy, Adult Basic Education, GED Preparation, and English as a Second Language. In addition, the BALC operates an approved Pearson VUE GED Testing Center on-site.

The BALC offers assistance to adult learners to help them improve their literacy skills, obtain a secondary high school diploma/GED, enter the workforce, and transition to post-secondary education.

Sincerely,

A handwritten signature in dark ink, which appears to read "Stephanie A. Curtis". The signature is written in a cursive style with a long, sweeping line extending from the end.

Dr. Stephanie A. Curtis  
Director of Federal Programs  
Bartlesville Public Schools





**DEPARTMENT OF  
COMMUNITY DEVELOPMENT**

**RE: The Cottages on 6<sup>th</sup> Street, Bartlesville, Oklahoma**

To Whom It May Concern:

The proposed new construction residential housing project known as the Cottages on 6<sup>th</sup> Street, proposed by Arlando Parker, is located within Census Tract Number 2, City of Bartlesville, Washington County, Oklahoma, an area designated by HUD as a qualifying census tract. This area is also included in the West Bartlesville Redevelopment Plan adopted by the City of Bartlesville in April of 2011. This plan, developed with input and guidance from property owners, business owners, and other stakeholders who live, work, and own property within the area, identifies potential actions and strategies to promote redevelopment, revitalization, and neighborhood stabilization.

The proposed development is located within an area of the community for which development has been difficult. Census Tract #2 contains a little over 5% of the City's population; however, that same number comprises 14.6% of the City's total population whose incomes in the past 12 months have been below poverty level. Within the total population of Census Tract #2, over 44% of the population have an income below poverty level. There is a need for affordable housing within the area of Mr. Parker's proposed development and any financial benefit provided to Mr. Parker for this development will benefit the City's efforts to revitalize the West Bartlesville area.

The City's Affordable Housing Plan offers a variety of strategies to incentivize the construction of affordable housing in Bartlesville, some which can be offered administratively, and some which require City Council approval. For this project, the City staff will offer a fast track development review process to include rezoning, planned unit development and subdivision approvals, including modifications or reductions to building setback and lot sizes where appropriate. We will also offer a parallel building code and design review process and staged building permit approval if requested. The City Council has the authority under this plan to approve a waiver of development fees for the proposed development at the time it considers the rezoning and PUD plan approval for the proposed development.

While the City of Bartlesville does not have an identified any source of public funding to assist private investment in redevelopment within this area, the City has actively invested capital improvement funds in the West Bartlesville area to upgrade its public infrastructure. Over the past eighteen (18) years, the City has invested over \$3.5 million in public infrastructure improvements in the West Bartlesville area, including storm drainage, water line and fire hydrant improvements, street and sidewalk improvements, and park improvements.

Projects such as that proposed by Mr. Arlando Parker will help to meet the growing community development need to diversify the housing stock within the City of Bartlesville.

Sincerely,

Lisa Beeman

Community Development Director  
City of Bartlesville

# TULSA WORLD

P.O. Box 1770 Tulsa, Oklahoma 74102-1770 | [tulsa-world.com](http://tulsa-world.com)

Account Number

1047708

Date

April 26, 2019

INCOG

Attn: CLAUDIA BRIERRE

TWO WEST SECOND STREET, STE 800

TULSA, OK 74103

| Date       | Category      | Description    | Ad Size      | Total Cost |
|------------|---------------|----------------|--------------|------------|
| 04/26/2019 | Legal Notices | RENTAL HOUSING | 2 x 28.00 CL | 35.84      |

## Affidavit of Publication

I, Valerie Praytor, of lawful age, am a legal representative of the Tulsa World of Tulsa, Oklahoma, a daily newspaper of general circulation in Tulsa County, Oklahoma, a legal newspaper qualified to publish legal notices, as defined in 25 O.S. § 106 as amended, and thereafter, and complies with all other requirements of the laws of Oklahoma with reference to legal publication. That said notice, a true copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publication and not in a supplement, on the DATE(S) LISTED BELOW

04/26/2019

Newspaper reference: 0000562315

562315  
Published in the Tulsa World, Tulsa County, Oklahoma, April 26, 2019

Metropolitan Tulsa HOME Consortium  
Request for Proposals for Rental Housing

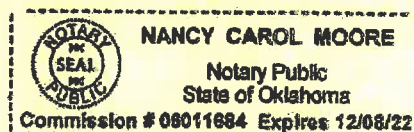
The Metropolitan Tulsa HOME Consortium is soliciting RFPs for New Construction of Rental Housing. Eligible applicants are Consortium Certified Non Profit Developers. The Consortium has available \$880,000 in HOME monies from FY 2018 and FY2019 to fund projects that promote affordable rental housing within the Consortium service area. A funding award to more than one applicant is anticipated and the maximum amount of funds an applicant may request through this RFP is approximately \$450,000. Activities eligible for funding under this RFP will be the new construction of supportive single family or multi-family rental housing, as defined in the HOME regulations. Rental housing was identified as a priority need in the Metropolitan Tulsa HOME Consortium Consolidated Plan.

To request a Proposal packet and an application to become a Consortium Certified Developer, contact INCOG at 918-579-9431. Request for Proposals will be received at the INCOG office, 2 West 2nd Street, Suite 800, Tulsa, OK 74103 until 4:00 p.m. on May 10, 2019. The funding announcement will be on or about May 17, 2019.

Valerie Praytor  
Legal Representative

Sworn to and subscribed before me this date:

APR 26 2019



Nancy Carol Moore  
Notary Public

My Commission expires

DEC 08 2022

|  |
|--|
| <p><b>Due date for this RFP is April 9, 2019</b></p> |
|--|

**Metropolitan Tulsa HOME Consortium  
FY2018-2019  
Rental Housing  
Request for Proposals**

In accordance with its designation as the lead entity for the Metropolitan Tulsa HOME Consortium, Tulsa County is soliciting RFPs for New Construction of Rental Housing from Non Profit Certified Developers. The Consortium has HOME monies from Fiscal Years 2018 and FY2019 available to fund projects that promote affordable rental housing within the Consortium service area (see attached list of jurisdictions).

**Funding Amount**

The Consortium has available **\$880,000** for the development of rental units. The maximum amount of funds an applicant may request through this RFP is approximately **\$450,000**. A funding award to more than one applicant is anticipated.

**Eligible Activities**

Activities eligible for funding under this RFP will be the new construction of supportive single family or multi-family rental housing, as defined in the HOME regulations. Rental housing was identified as a priority need in the Metropolitan Tulsa HOME Consortium Consolidated Plan.

**HOME Requirements**

The federal regulations contain complex requirements pertaining to the rental housing activity. There are four important things to remember about HOME rental housing:

- Rents are strictly controlled in HOME-assisted units. (See Attachment A HOME Program Rents, September 2018).
- Tenants that are HOME-assisted must be low income.
- Both occupancy and rental requirements must be maintained and monitored for the period of affordability depending upon the amount of HOME funds provided per unit.
- Both the rent and income targeting requirements must be enforced by deed restriction.

If you need additional information regarding HOME rental housing requirements, contact Claudia Brierre, INCOG, at 584-7526. An electronic version of this application is available by request to [cbrierre@incog.org](mailto:cbrierre@incog.org).

**Period of Affordability**

The period of affordability tied to HOME funds is as follows:

| Activity                         | Average HOME Funds   | Period of Affordability |
|----------------------------------|----------------------|-------------------------|
| Rehabilitation/                  | <\$15,000/Unit       | 5 Years                 |
| Acquisition of Existing          | \$15,000-40,000/Unit | 10 Years                |
| Structure                        | >\$40,000/Unit       | 15 Years                |
| Construction<br>of New Structure |                      | 20 Years                |

**Other Federal Requirements**

Applicants should be aware that there are other federal requirements that must be met if funds are awarded to an organization for a project. Tulsa County will be responsible for the majority of the implementation of these rules, but the applicant should be aware of the rules to help ensure compliance on a project.

- HOME Investment Partnership Program
- Equal Opportunity and Fair Housing
- Affirmative Marketing
- Section 504 (Handicapped Accessibility)
- Section 3 Economic Opportunity
- Minority/Women Business Enterprises
- Site and Neighborhood Standards
- Environmental Review
- Davis-Bacon Labor Standards (for a project with more than 12 HOME-assisted units)
- Property Standards

**Match Generation**

Applicants are encouraged, but not required, to provide matching funds from an eligible match source. The applicant should identify the source of the matching funds. Projects can provide match with cash or cash equivalents including local government contributions, local housing trust funds, Affordable Housing Program through the Federal Home Loan Bank, foundations and other donations, value of donated materials or labor, value of land or real property, investments in on-and off-site infrastructure. Unacceptable sources of match are owner equity in the project, CDBG funds, funds raised from Low-Income Housing Tax Credits, any federal funds, cash or other forms of contributions from applicants for, or recipients of HOME assistance or contracts, or investors who own, are working on, or are proposing to apply for assistance for HOME project.

**Ranking Criteria/Project Selection**

Attached is the point system that will be used as the criteria for selection of the project to be funded.

**Submission of Request for Proposal**

**Request for Proposals will be received at the INCOG office, 2 West 2<sup>nd</sup> Street, Suite 800. Tulsa, OK 74103 attention: Claudia Brierre until 4:00 p.m. on April 9, 2019. The funding announcement will be on or about April 22, 2019.**

**Metropolitan Tulsa HOME Consortium  
Request For Proposals for  
FY2018-2019  
Rental Housing**

**Project Information**

Project Sponsor: \_\_\_\_\_

Contact Person:    Name \_\_\_\_\_  
                             Address \_\_\_\_\_  
                             City, State, Zip \_\_\_\_\_  
                             Phone \_\_\_\_\_  
                             Fax \_\_\_\_\_  
                             Email \_\_\_\_\_

DUNS #: \_\_\_\_\_ FEI#: \_\_\_\_\_

Applicant is:        \_\_\_\_\_ CHDO        \_\_\_\_\_ Certified Developer

HOME funds requested: \$ \_\_\_\_\_ Total Project Cost: \$ \_\_\_\_\_

Number of HOME units: \_\_\_\_\_ Total Units in Project: \_\_\_\_\_

HOME investment per HOME unit: \$ \_\_\_\_\_ (\$HOME funds/# of HOME units)

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_  
(attach map)

Proposed Project: \_\_\_\_\_ New Construction of Single Family  
                             \_\_\_\_\_ New Construction of Multi-Family

Is this a Phased Project? \_\_\_\_\_ Phase I        \_\_\_\_\_ Phase II

Type of Structure: \_\_\_\_\_

Square Footage: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have HOME funds been used for this project previously? Yes \_\_\_\_ No \_\_\_\_  
If so, when did/does Period of Affordability expire? \_\_\_\_\_

Property Information: Is this property in a flood plain? Yes \_\_\_\_ No \_\_\_\_  
(attach map)

**Neighborhood Market Analysis or Market Study.**

Depending on the size of the development being assisted with HOME funds, one of two evaluations of the market must be conducted. For development of less than 20 units (homeownership or rental), a Neighborhood Market Analysis must be conducted by the applicant, and submitted with the request for HOME funds from the Consortium. For the development of over 20 units (homeownership or rental), applicants must submit a third party, independent housing Market Study. The market study must be prepared by a market analyst, unaffiliated with the applicant, owner or developer, who has experience with single or multi-family rental or single-family homeownership housing, depending on the proposal.

See Attachment B **Neighborhood Market Analysis/Market Study for the HOME Program under the 2013 HOME Rule** for requirements of each type of required analysis/study.

Label Market Analysis or Market Study submission as **Exhibit 1**.

**Sources of Funds.** List sources of financing and equity in the project including construction financing, permanent financing, grants, donations and sweat equity. Attach letters of commitment, if available. Identify each source as to type by noting (L) for Loan, (G) for Grant or (E) for Equity. Indicate whether proposed, requested or approved in status column.

| Source | Type | Amount | Terms | Status |
|--------|------|--------|-------|--------|
|        |      |        |       |        |
|        |      |        |       |        |
|        |      |        |       |        |
|        |      |        |       |        |

Total Development Cost \$ \_\_\_\_\_

**Use of Funds- Pro Forma.** Categorize and list the expected uses of funds. Please attach a separate 15-year Pro-forma analysis and label as **Exhibit 2**.

**Line Item Budget:** Provide a detailed line item budget of all project costs and label as **Exhibit 3**. Line items must be reflected on construction schedule and on pay request applications.

**Match Generation.** Describe how eligible match will be generated (if any provided).

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**Number of Units by Type.**

Number of Total Units \_\_\_\_\_  
Number of Non-income Units \_\_\_\_\_  
Number of units above 80% of median income \_\_\_\_\_  
Number of units between 60%-80% of median income \_\_\_\_\_  
Number of units between 51%-60% of median income \_\_\_\_\_  
Number of units at 50% or below of median income \_\_\_\_\_  
Number of units for physically disabled \_\_\_\_\_  
Number of units for sensory impaired \_\_\_\_\_

**Readiness to Proceed and Construction Schedule.** Document readiness to proceed, as demonstrated by the below:

Estimated project start date \_\_\_\_\_

Estimated project completion date \_\_\_\_\_

Provide a schedule of all tasks to perform and a schedule for completing the tasks in sufficient detail for Grantor to provide a sound basis for the release and monitoring of the HOME funds. Label as **Exhibit 4**.

**Support Services.** Describe any support services (such as nutrition or transportation) available to residents of the project and indicate whether the services will be provided on-site or at sites off the property. Attach letters of commitment from service providers.

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**Community Support.** Describe endorsements from local unit of government and other community organizations. Provide documentation of evidence of local support for the project in the form of letters of endorsement. Points will be awarded only for those groups referenced that are supported by a letter or other suitable written documentation.

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**Long-term Affordability.** Indicate the number of years the project will be retained as affordable housing and how this will be accomplished (i.e. land covenants, deed restrictions, second liens, low-income housing tax credits, etc.)

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**Capacity of Development Team.** Describe the sponsor's record of performance, qualifications and capacity to carry out project responsibilities. Describe the specific role of the sponsor (developer, owner, investor, manager, etc.). If a management firm will be used for operation of the project, describe the management firm's capacity.

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**Signature of Authorized Individual**

**Date**

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**Type Name & Title**

**Metropolitan Tulsa HOME Consortium  
FY2018-2019 Rental Housing  
Selection Criteria**

| <b>Selection Criteria</b>  | <b>Maximum Points</b> |
|--|-----------------------|
| <b>Documentation of Need: as evidenced by demand analysis</b>                      | <b>10</b>             |
| <b>Leverage:</b>   | <b>7</b>              |
| <b>HOME Cost Per Unit:</b>   | <b>8</b>              |
| <b>Extent of Long-term Affordability beyond minimum required for HOME program:</b> | <b>10</b>             |
| <b>Capacity of Development Team:</b>   | <b>25</b>             |
| a. Sponsor's successful track record   | 7                     |
| b. Developer's successful track record   | 8                     |
| c. Management agent's successful experience  | 8                     |
| d. Oklahoma company/individual   | 2                     |
| <b>Support Services:</b>   | <b>10</b>             |
| a. On-site services provided (with commitment letters)                             | 10                    |
| b. Off-site services provided only (with commitment letters)                       | 5                     |
| c. No service commitments provided   | 0                     |
| <b>Community Support:</b>  | <b>10</b>             |
| a. Documentation of support from local government                                  | 5                     |
| b. Documentation of support from community organizations                           | 5                     |
| c. No documentation provided   | 0                     |
| <b>Match Generation:</b>   | <b>10</b>             |
| a. Generates 100% match for Consortium   | 10                    |
| b. Generates 75% match for Consortium  | 5                     |
| c. Generates match for project only  | 2                     |
| d. Generates no eligible match   | 0                     |
| <b>Readiness to Proceed:</b>   | <b>10</b>             |
| a. Financing   |                       |
| 1. Funding commitments of other sources secured                                    | 5                     |
| 2. Funding applications of other sources pending                                   | 2                     |
| 3. Funding applications of other sources to be submitted                           | 0                     |
| b. Environmental   |                       |
| 1. Site has no known environmental problems  | 3                     |
| 2. Site has known environmental problems that can be remedied                      | 0                     |

|                               |            |
|-------------------------------|------------|
| c. Displacement               |            |
| 1. No displacement will occur | 2          |
| 2. Displacement will occur    | 0          |
| <b>TOTAL</b>                  | <b>100</b> |

## **METROPOLITAN TULSA HOME CONSORTIUM**

### **APPLICATION CHECKLIST**

#### **Required Documents to be submitted with Applications**

- ✓ W-9 Form
- ✓ Documentation of Current Registration in SAM
- ✓ Exhibit 1:     Market Analysis or Market Study
- ✓ Exhibit 2:     Use of Funds- Pro Forma
  - Categorized Expected Uses of Funds
  - Separate 15-year Pro-Forma Analysis
- ✓ Exhibit 3:     Detailed Line item Budget of All Project Costs
- ✓ Exhibit 4:     Detailed Listing of All Project Tasks and Completion  
                    Schedule for                      Each Task
- ✓ Attachment : Support Services Letters of Commitment from Service  
                    Providers
- ✓ Attachment : Community Support Letters

**Attachment A  
HOME PROGRAM RENTS  
TULSA METROPOLITAN AREA**

**HIGH HOME RENT**

The high HOME rent may not exceed the lesser of the Section 8 Existing FMR's or 30 percent of the adjusted income of a family whose income equals 65 percent of the median income for the area. The lesser amount (minus the utility allowance, if utilities are paid by the tenant) represents the maximum amount of rent that may be charged for HOME-assisted rental units to qualify as affordable housing.

**Fair Market Rents:\***

|                |              |
|----------------|--------------|
| 1 bedroom unit | \$649/month  |
| 2 bedroom unit | \$842/month  |
| 3 bedroom unit | \$1136/month |

Thirty percent of adjusted income of a family whose income equals 65 percent of the median income for the area:\*

|                |              |
|----------------|--------------|
| 1 bedroom unit | \$838/month  |
| 2 bedroom unit | \$1007/month |
| 3 bedroom unit | \$1155/month |

**Lesser amount:**

|                |              |
|----------------|--------------|
| 1 bedroom unit | \$649/month  |
| 2 bedroom unit | \$842/month  |
| 3 bedroom unit | \$1136/month |

**LOW HOME RENT**

The low HOME rent may not exceed 30 percent of gross income of a family whose income equals 50 percent of the area median income. At least 20 percent of the HOME-assisted units in a HOME project must be occupied by very low-income families at rents not to exceed the low HOME rent. However, low HOME rents may not exceed the high-HOME rent limit as previously calculated.

**Fifty Percent Rent Limits\***

|                |             |
|----------------|-------------|
| 1 bedroom unit | \$629/month |
| 2 bedroom unit | \$755/month |
| 3 bedroom unit | \$872/month |

**Higher HOME Rent**

|                |              |
|----------------|--------------|
| 1 bedroom unit | \$649/month  |
| 2 bedroom unit | \$842/month  |
| 3 bedroom unit | \$1136/month |

**Lesser amount:**

|                |             |
|----------------|-------------|
| 1 bedroom unit | \$629/month |
| 2 bedroom unit | \$755/month |
| 3 bedroom unit | \$872/month |

**UTILITY ALLOWANCE\*\***

Low and High HOME rents include utilities. If the tenant will be paying for utilities, the PJ must subtract out a local utility allowance to determine the maximum HOME rents that may be charged. A PJ may use the local utility allowance used by the local public housing authority, or it may develop its own. The Consortium uses OHFA's utility allowances.

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\*HOME Program Rent Limits effective September 2018

**Neighborhood Market Analysis/Market Study  
for the HOME Program under the 2013 HOME Rule**

The 2013 HOME Rule requires that before entering into a legally binding written agreement to provide funds to a HOME activity set up in IDIS, the PJ must examine neighborhood market conditions to ensure adequate need for the project for which the funds are to be used. The PJ must evaluate the feasibility of all rental or homebuyer development projects, regardless of number of units or activity type (new construction, acquisition, rehabilitation). The requirement is not applicable to tenant-based rental assistance, homeowner rehabilitation, CHDO operating expenses, or downpayment assistance. A component of this evaluation is an assessment of the current market demand in the neighborhood planned for location of the development. Small development projects are not exempt from this requirement since the purpose of the requirement is to ensure that every unit in which the PJ invests HOME funds results in housing that will be rented or sold as quickly as possible, in order to provide affordable housing for low- and very low-income households. The level of review in the market assessment may vary, depending on project scale and complexity.

Depending on the size of the development being assisted with HOME funds, one of two evaluations of the market must be conducted. For development of less than 20 units (homeownership or rental), a Neighborhood Market Analysis must be conducted by the applicant, and submitted with the request for HOME funds from the Consortium. For the development of over 20 units (homeownership or rental), applicants must submit a third party, independent housing Market Study. The market study must be prepared by a market analyst, unaffiliated with the applicant, owner or developer, who has experience with single or multi-family rental or single-family homeownership housing, depending on the proposal.

**Neighborhood Market Analysis (20 units or less)**

For all developments of up to twenty (20) units, a Neighborhood Market Analysis must be included with the application that includes all of the documentation requirements listed below. For a development of up to twenty (20) units, applicants may perform their own scientifically based housing market analysis. Such studies must fully describe the methodology used and sources of all data and information.

The applicant/developer must define the physical boundaries of the neighborhood where development is proposed. The neighborhood market analysis must include an evaluation of the location and characteristics of the housing and residents in the proposed neighborhood, including:

**Description of Proposed Site**

**A. General Location:**

**Address:**

*Census Tract:*

*Acreage:.*

*Zoning:*

*Locations of other Assisted or Subsidized Housing:*

*Physical Site Description:*

*Necessary utilities including water, sanitary sewer, gas and electric.*

(1) The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.

### **Characteristics of Housing and Residents in Proposed Neighborhood**

*Sale prices,*

*Age and amenities of the housing stock,*

*Incomes of residents*

In evaluating the proposed project, using an average period of affordability based on its expected investment per unit (e.g., 5, 10 or 15 years), the Consortium will analyze the current and projected incomes of neighborhood residents and determine that such data supports the conclusion that a reasonable range of low-income families will continue to qualify for mortgage financing.

The Neighborhood Market Analysis will be utilized to determine whether the project meets housing needs and demands in the proposed area. Effective housing market analyses include a thorough investigation into site, neighborhood, and market area, plus a complete analysis of the housing supply and market conditions. Demand is defined as the total number of households in a market area that would potentially move into the units following the proposed activity. These households must be of the appropriate age, income and size for a specific proposed project, and there must be some evidence that these households would have an interest in either renting or purchasing the units, depending on the activity proposed. Some sources of this evidentiary data are Housing Authorities, Chambers of Commerce, Community Action Agencies, and local realtors.

### **Documentation Requirements for HOME activities requiring a Neighborhood Market Analysis:**

- A. A summary of the qualifications of the individual(s) who participated in the development of the market study;
- B. A map and a description of the proposed site. Physical features of the property, streets and access information, availability of utilities, and zoning data. A discussion regarding the appropriateness of the location – availability of community facilities and proximity to local schools and parks;



- C. An assessment of the current housing supply type, quantity, unit mix, location, age, condition, occupancy levels, and housing cost overburden statistics;
- D. An identification of the number of households in the market area which are of the appropriate age, income and size for the proposed activity.

#### **Market Study for Developments of More than Twenty (20) Units**

Applicants must submit a third party, independent housing market study. The analysis must be prepared by a market analyst, unaffiliated with the applicant, owner or developer, who has experience with single or multi-family rental or single-family homeownership housing, depending on the proposal. Applicants are required to submit an electronic copy of their full market study along with their regular application materials. This electronic version may be in the form of a CD, stick/flash drive, other electronic storage device, or e-mail attachments, in addition to, and not a substitution for, the regular hard copy of the study.

The Market Study will be utilized to determine whether the project meets housing needs and demands in the proposed area. Effective housing market analyses include a thorough investigation into site, neighborhood, and market area, plus a complete analysis of the housing supply and market conditions. Market analyses will determine appropriate housing quantities, types, features and unit mix and are required to clearly document demand for the type and number of affordable housing units proposed. Demand is defined as the total number of households in a market area that would potentially move into the units following the proposed activity. These households must be of the appropriate age, income and size for a specific proposed project, and there must be some evidence that these households would have an interest in either renting or purchasing the units, depending on the activity proposed. Some sources of this evidentiary data are Housing Authorities, Chambers of Commerce, Community Action Agencies, and local realtors.

#### **Documentation Requirements for HOME activities requiring a Market Study:**

- A. All information included with the Market Study must be no more than twelve (12) months old;
- B. A summary of the qualifications of the individual(s) who participated in the development of the market study;
- C. A map and a description of the proposed site. Physical features of the property, streets and access information, availability of utilities, and zoning data. A discussion regarding the appropriateness of the location – availability of community facilities and proximity to local schools and parks;
- D. An evaluation of the need for affordable housing within the market area including a review of economic and employment factors such as population growth trends, development and activity, industry, major employers, and labor force;

- E. An assessment of the current housing supply type, quantity, unit mix, location, age, condition, occupancy levels, and housing cost overburden statistics;
- F. An identification of the number of households in the market area which are of the appropriate age, income and size for the proposed activity;
- G. A description of the potential effect on the occupancy rates of other comparable properties in the market area (for rental only);
- H. A description of rents and vacancy rates of comparable housing (for rental only);
- I. A calculation of the capture rate by dividing the total number of units in the project by the total number of age, size and income-qualified renter households in the primary market area (for rental only);
- J. The expected market absorption of the proposed housing (for rental only);
- K. Rent rolls for existing tenants (Rental Acquisition/Rehab only).



a voluntary association of local governments serving Creek, Osage, Rogers, Tulsa and Wagoner Counties  
2 West 2<sup>nd</sup> Street, Suite 800 Tulsa, Oklahoma 74103-3123 918.584.7526 www.incog.org

## MEMORANDUM

TO: HOME File

FROM: Claudia Brierre, Grant Administrator

DATE: June 18, 2019

RE: **Certification of Developer Capacity**

Tulsa County, in accordance and compliance with ***Consolidated and Further Continuing Appropriation Act of 2012 (P.L. 112-55)*** is required to assess developer capacity and fiscal soundness before committing funds to any project included as part of a participating jurisdiction's plan under section 105(b). The Tulsa County HOME Program *Developer Capacity Application* has been formulated for the purposes of assessing developer capacity.

INCOG staff certifies that the *Developer Capacity Application* submitted to INCOG by Nehemiah Community Development Corporation in conjunction with the RFP issued for Rental Housing New Construction has been reviewed and Staff finds Nehemiah Community Development Corporation to be capable and fiscally sound to undertake rental housing development activities for the Tulsa County HOME Consortium. Therefore, HOME funds in the amount of \$430,000 are committed to this project.



**RESOLUTION**  
**TO DESIGNATE NEW OR REPLACEMENT**  
**REQUESTING, REQUISITIONING OR RECEIVING OFFICER**

MICHAEL WILLIS  
TULSA COUNTY CLERK  
2019 JUN 19 AM 9:04  
STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

**BE IT RESOLVED** that Thora Cohea, employee of Election Board  
has been designated as \_\_\_\_\_  
(Department/Division)

- (Check One) ☐ Requesting Officer (to sign in absence of Official)  
☒ Requisitioning Officer  
☐ Receiving Officer

~~to replace~~ additional  
(Previous Designee)

\_\_\_\_\_  
OFFICIAL/DEPUTY

The above newly designated person shall have authority to

- (Check One) ☐ Make requisitions  
☐ Receive authorized purchases

from the indicated appropriation accounts in compliance with Oklahoma Purchasing Procedures and Tulsa County policies.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

**ATTEST:**

\_\_\_\_\_  
COUNTY CLERK

**INSTRUCTIONS:**

1. Department: a) Complete the top section of this form. Official/Deputy's signature is required.  
b) Forward the form to the Office of the County Clerk.  
c) Additional copies of this form are available from the County Forms Desk.
2. County Clerk: Place the Resolution on the agenda of the next regularly scheduled BOCC meeting, in accordance with established procedures.
3. BOCC Chairman: Upon BOCC approval, sign the Resolution in the designated blank.
4. County Clerk: a) Sign and date the approved Resolution in the designated blanks.  
b) Enter into BOCC meeting minutes the designee's name from the approved Resolution.  
c) Copy Resolution to:
  - Purchasing Department (County Purchasing Agent)
  - County Clerk's Office (Bookkeeping Supervisor)
  - IT Division (Programmers assigned to Bookkeepers' Purchasing System)
  - Administrative Services (County Procedures Writer)  
d) Retain original Resolution in permanent files.
5. Procedures Writer: a) Update Roster of Authorized Requesting, Requisitioning and Receiving Officers.  
b) Copy revised Roster to:
  - Purchasing Department (County Purchasing Agent)
  - County Clerk's Office (4 copies)
  - IT Division (Programmers assigned to Bookkeepers' Purchasing System)
6. County Clerk: File one copy of revised Roster with original Resolution. Distribute remaining copies within County Clerk's Office.

R E S O L U T I O N

County Road Machinery and Equipment Revolving Fund

Lease Renewal

WHEREAS, the board of Tulsa County Commissioners has entered into Lease-Purchase Agreement(s) with the Oklahoma Department of Transportation for certain road construction machinery and equipment, and

WHEREAS, the expiration date of the following Lease-Purchase Agreement(s) is June 30, 2019, unless it is extended in the manner provided in said Lease-Purchase Agreement(s), and

WHEREAS, it is the desire of the Board of County Commissioners of Tulsa County to renew, extend and revitalize the Lease-Purchase Agreement(s) for the following described road construction machinery or equipment:

Agreement 720013, 99-2453  
Agreement 720014 / 99-2517  
Agreement 720015 / 99-2521  
Agreement 720016 / 99-2582

THEREFORE, be it resolved that the aforesaid Lease-Purchase Agreement(s) be, and are hereby renewed for the period of one year commencing on July 01, 2019, and ending on June 30, 2020, the rentals paid shall equal, but not exceed the purchase price of the equipment.

For the Lessee, Board of County Commissions of Tulsa County, Oklahoma.

\_\_\_\_\_  
Commissioner, District 1

ATTEST:

\_\_\_\_\_  
Commissioner, District 2

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Commissioner, District 3



OKLAHOMA DEPARTMENT OF TRANSPORTATION

Local Government Division

200 N.E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105-3204  
www.odot.org

June 18, 2019

Board of County Commissioners  
Tulsa County Courthouse  
500 S. Denver Avenue  
Tulsa, OK 74103

RE: **INSURANCE VERIFICATION FY-2020**

Dear Commissioners:

As per 69 O.S. 1991, Section 636.5, paragraph D: All risk physical damage insurance shall be carried on all equipment and road machinery purchased through the County Road Machinery and Equipment Revolving Fund.

Please review the list of equipment detailed on the enclosed lease renewal form and verify that the required insurance coverage is in place by signing this letter and returning it to this office.

\_\_\_\_\_  
Date  
Commissioner, District # 1

\_\_\_\_\_  
Date  
Commissioner, District # 2

\_\_\_\_\_  
Date  
Commissioner, District # 3

ATTEST:

\_\_\_\_\_  
County Clerk  
Date  
(Seal)

Our mailing address is: ODOT – Local Government Division  
Attn: Betty Freeman  
200 N.E. 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105

Thank you and please do not hesitate to let me know if you have any questions or need additional information. We're happy to help in any way we can.

Sincerely,

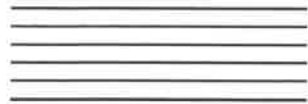
Betty Freeman  
County Equipment Lease Program Administrator  
405-521-2329 Cell 405-426-5820  
bfreeman@odot.org

*"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."*

AN EQUAL OPPORTUNITY EMPLOYER

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TULSA COUNTY



PURCHASING  
DEPARTMENT

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# MEMO

DATE: June 19, 2019

FROM: Matney M. Ellis  
Purchasing Director

TO: Board of County Commissioners

SUBJECT: Agreement – Interior Concepts, Inc.

Bids for the Tulsa County “HQ” Administration Building Renovations were opened on February 25, 2019 and the recommendation to award Bid Package 09B (Flooring) to Interior Concepts, Inc. was approved by the Board of County Commissioners on March 11, 2019, CMF# 247245.

The Tulsa County Purchasing Department respectfully requests the Board of County Commissioners approve and execute the attached Trade Contractor Agreement between the Board of County Commissioners and Interior Concepts, Inc. for the scope of work as defined in the agreement and referenced bid documents.

Respectfully submitted for your approval and execution.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.

## TRADE CONTRACTOR AGREEMENT

### 1. Effective Date, Parties and Notice

This Agreement is entered into this 11 day of March in the year 2019 by and between  
Tulsa County, referred to in this Agreement as the Owner, and the

TRADE CONTRACTOR      Interior concepts. Inc.  
3505 S Sheridan Road  
Tulsa, OK 74145  
  
Tax ID/EIN/SSN: 73-1315950  
  
ATTENTION: Jean Budd

referred to in this Agreement as the Trade Contractor for services in connection with this

PROJECT NAME              Tulsa County Administration Building Renovations  
  
PROJECT NUMBER            HEADQ  
  
LOCATION                      218 W 6<sup>th</sup> St  
Tulsa, OK 74119

whose

CONSTRUCTION            FLINTCO, LLC  
MANAGER is                1624 W 21<sup>st</sup> St  
Tulsa, OK 74107

and whose

ARCHITECT is                GH2 Architects  
320 S Boston Ave  
Suite 100  
Tulsa, Ok 74103

**NOTICE TO THE PARTIES SHALL BE GIVEN AT THESE ADDRESSES**



## **2. Safety**

**2.1** The Trade Contractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Trade Work is its responsibility. The Trade Contractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Trade Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Trade Work by the Construction Manager (referred to herein as "CM").

**2.2** When so ordered, the Trade Contractor shall stop any part of the Trade Work which the CM deems unsafe until corrective measures satisfactory to the CM have been taken. The Trade Contractor agrees that it shall not have nor make any claim for damages arising from such stoppages. Should the Trade Contractor fail to take appropriate corrective measures in a timely manner, the CM may do so at the cost and expense of the Trade Contractor and may deduct the cost and expense thereof from any payments due or to become due to the Trade Contractor. Failure on the part of the CM to stop unsafe practices shall in no way relieve the Trade Contractor of its responsibility therefor.

**2.3** The Trade Contractor will follow the provisions of all applicable statutes and ordinances which require persons or firms doing excavation to do so only after giving notice to utility companies and obtaining information on the location of utilities (such as "one-call" systems).

## **3. Trade Contractor Representations**

**3.1** The Trade Contractor acknowledges receipt of all policies listed in Exhibit C. Subject to applicable law the Trade Contractor further agrees to be bound by these policies as part of this Agreement. The Trade Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Trade Contract Documents, has investigated the nature, locality and site of the Trade Work and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the CM, the Owner or any of their respective officers, agents or employees.

**3.2** The commencement of the Trade Work by the Trade Contractor on the site of the Project shall constitute the legal and binding acceptance by the Trade Contractor of this Agreement. For purposes of this paragraph the mobilization of equipment, delivery of materials or the performance of actual labor on the Project site, whichever occurs first, shall constitute a "commencement" of Trade Work by the Trade Contractor. The Owner reserves the right, however, to insist on a signed Agreement prior to the making of any payment to the Trade Contractor.

## **4. Bonds**

The Trade Contractor shall furnish a Performance Bond and a Separate Payment Bond satisfactory to the CM, in its sole determination, in the full amount of the Agreement Amount. Bonds shall be furnished by a surety acceptable to the CM, in the full amount of the Agreement Amount, and on the forms attached as Exhibit G. Trade Contractor must also furnish any applicable statutory bonds if required by the state in which the Project is located.

## **5. Trade Contractor Duties**

**5.1 Trade Work.** The Owner retains the Trade Contractor as an independent contractor, to provide all labor, materials, equipment and services necessary or incidental to complete that portion of the work on the Project as set forth in Exhibit A to this Agreement, consistent with the Project Schedule and in strict accordance with and reasonably inferable from the Trade Contract Documents. The Trade Contractor agrees to perform such part of the work (hereafter called "Trade Work") for the Project under the general direction of the CM and subject to the final approval of the CM, Architect/Engineer or other specified representative of the Owner.

**5.2 Trade Contract Documents.** The Trade Contract Documents include this Agreement, Agreement between the Owner and the CM ("CM Agreement"), including all addenda, modifications, revisions, plans, drawings, specifications, details, together with all general, technical, supplementary and special terms and conditions, any invitations for bids or information for bidders, if any, to the extent applicable, and all other documents listed in or referred to by the CM Agreement. The Owner and the Trade Contractor are mutually bound by the terms of this Agreement. To the extent the terms of the CM Agreement apply to the work of the Trade Contractor, then the CM on behalf of the Owner assumes toward the Trade Contractor all the obligations, rights, duties and redress that the Owner under the CM Agreement assumes toward the CM. In the identical way, the Trade Contractor assumes toward the CM all the same obligations, rights, duties and redress that the CM assumes toward the Owner and Architect/Engineer under the CM Agreement. This Agreement and the rest of the Trade Contract Documents are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement

irreconcilably conflicts with a provision of the Trade Contract Documents, the provision granting greater rights or remedies to the Owner or imposing the greater duty, standard or responsibility or obligation on the Trade Contractor shall govern.

**5.3 Design Delegation.** If the Trade Contract Documents (1) specifically require the Trade Contractor to provide design services and (2) specify all design and performance criteria, the Trade Contractor shall provide the design services necessary to satisfactorily complete the Trade Work. Design services provided by the Trade Contractor shall be procured from licensed, design professionals (the "Designer") retained by the Trade Contractor as permitted by the law of the place where the Project is located. The Designer's signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by the Designer. Shop Drawings and other submittals related to the Trade Work designed or certified by the Designer, if prepared by others, shall bear the Trade Contractor's and the Designer's written approvals when submitted to the CM. The Owner and the CM shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by the Designer.

**5.3.1** If the Designer is an independent professional, the design services shall be procured pursuant to a separate agreement between the Trade Contractor and the Designer. The Trade Contractor-Designer agreement shall not provide for any limitation of liability or exclusion from participation in the multiparty proceedings requirement of Paragraph 21.6. If applicable, the Designer(s) is (are)

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The Trade Contractor shall notify the CM in writing if it intends to change the Designer. The Trade Contractor warrants the design furnished by the Designer will be in conformance with the information given and the design concept expressed in the Trade Contract Documents. The Trade Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Trade Contract Documents furnished by the Owner, Architect/Engineer or CM

**5.3.2** The Trade Contractor shall not be required to provide design services in violation of any applicable law.

**5.4 Clean Up.** The Trade Contractor is responsible for its own "clean-up" and keeping the Trade Work areas "broom clean". If the CM determines the Trade Work area to be unsatisfactorily cleaned, the CM will so advise the Trade Contractor. If the Trade Contractor fails to commence cleaning procedures within twenty four (24) hours and continue to clean said area to the CM's satisfaction, the CM may without further notice execute and complete such clean up activities as the CM deems necessary and charge the cost to the Trade Contractor or deduct such cost from payments due to the Trade Contractor. The Trade Contractor is responsible to clean the mud and gravel off its vehicles (including vehicles operated by its lower tier contractors and suppliers) prior to leaving the site. Any mud or gravel that is tracked onto the surrounding roads shall be removed immediately. The CM has the right to clean up surrounding roads immediately upon the Trade Contractor's failure to do so, the cost of which shall be deducted from the Trade Contractor's next payment.

**5.5 Protection of Trade Work.** The Trade Contractor is responsible for protection of its material, equipment and installation until the final acceptance by the Owner and the Architect.

**5.6 Protection of the Project.** The Trade Contractor shall confine operations at the Project site to areas permitted by the CM and shall not unreasonably encumber the Project site with materials or equipment. The Trade Contractor is responsible for any damage caused to adjacent property or access roads by the Trade Contractor, its lower tier contractors or suppliers during the course of the Trade Work.

**5.7 Supervision.** All of the Trade Work is the sole and absolute responsibility of the Trade Contractor; shall be initiated, managed, performed and completed by qualified, competent, skilled and reputable supervisors, administrators, mechanics and laborers, all of which are satisfactory to the CM; shall be in full compliance with the Trade Contract Documents including this Agreement; and shall meet the approval and acceptance of the CM and the Owner or its authorized representative.

## **6. Schedule**

Time is of the essence. The Trade Contractor shall commence the Trade Work under this Agreement when notified by the CM and shall complete the Trade Work in a diligent manner in accordance with the Trade Contract Documents and the Schedule of Work as set forth in Exhibit E so that progress or completion of the Project will not be delayed and in such a manner that the CM, any other Trade Contractors, and any separate contractors of the Owner shall not be delayed or impeded in their work. The Trade Contractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Trade Work by providing information on the timing and sequence of operations so as to meet the CM's overall schedule requirements. The Trade Contractor shall continuously monitor the Project Schedule including any revisions thereto, and other work on the Project so as to execute the Trade Work in accordance with the requirements of the Project Schedule.

The Trade Contractor agrees to be responsible for, carry out, and perform all time guarantees upon work or materials referred to in the Trade Contract Documents relating to any labor performed or material furnished under this Agreement.

## **7. Payment**

**7.1** In consideration of faithful and timely performance by the Trade Contractor of all the covenants and the conditions aforesaid, the Owner agrees to pay the Trade Contractor, subject to other provisions hereof, including authorized additions and deletions, the sum of

**Eight Hundred and Eighty-Six Thousand, Five Hundred and 00/100 DOLLARS (\$886,500.00)**

(the "Agreement Amount") [which amount is Tax Exempt in accordance with attached Exhibit H]. Payment shall only be due for the portion of the Trade Work actually completed to the satisfaction of the CM, the Architect and the Owner. Trade Contractor shall submit a progress payment application to the Owner, with a copy to the CM and the Architect, for Trade Contractor Work properly performed during that month. Within thirty (30) days after Trade Contractor's complete, proper and timely payment application has been received by the Owner, the Owner shall make payment to Trade Contractor, less any applicable retainage or other set off. The Owner may withhold payment of part or all of Trade Contractor's payment application upon notice to Trade Contractor as allowed by law. Progress payment applications must be submitted by the Trade Contractor each month in an amount equal to **ninety percent (90%)** of the estimated value of the labor, materials and equipment incorporated in the construction and materials and equipment suitably stored at the Project site, less the aggregate of previous payments. The Trade Contractor's Affidavit and Waiver of Lien for prior payments must be properly executed by an authorized representative of the Trade Contractor and returned to the Owner and the CM prior to issuance of subsequent payments.

**7.2** Progress payment applications are to be submitted on AIA G702 with Schedule of Values AIA G703. With each progress payment application, the Trade Contractor shall furnish a tabulated breakdown of the portion of the Trade Work included in the payment request, listing items of the work in sufficient detail as determined by the Owner and the CM to easily facilitate payment requests to be checked by the CM as the work progresses.

**7.3** Each payment request or invoice must be received by the Owner by the last day of the month to be processed with other progress payment applications for that month. Invoices and payment requests received that are inaccurate or without substantiation, or after said day of the month will be held until corrected and substantiated, and then processed with the following month's payment application.

**7.4** The Trade Contractor shall submit its request for partial payment conforming to the standard CM billing form, with schedule of values attached thereto, representing a true and accurate estimate of the Trade Work completed, and materials stored during the immediately preceding month or such other immediately preceding period as directed by the CM. In addition, if allowed by the Trade Contract Documents, all invoices and insurance certificates shall be included for all stored materials in an off-site storage area applicable to the payment request.

**7.5** The Trade Contractor shall, additionally with each payment request, submit copies of payrolls to document the value of work in place and a Partial Release of Lien from all lower tier contractors and major material suppliers for which payment has previously been made to the Trade Contractor.

**7.6** If the Owner or the CM on behalf of the Owner, in their sole discretion, deem it necessary, the Trade Contractor agrees to receive each of its progress payments and final payment in the form of multiple checks issued jointly between the Trade Contractor's lower tier contractors and major material suppliers and the Trade Contractor. Lower tier contractors that are to receive part or all of their progress payments as joint checks shall additionally submit with their Payment Requests all invoices from each lower tier contractor and major supplier and the net payments to be issued to each.

**7.7** No partial payment, or certificate therefore, shall constitute acceptance or approval by the Owner, the CM or the Architect of the Trade Work or material for which the partial payment is made. No partial payment shall constitute a waiver by the Owner of any right to require fulfillment of all the terms of this Agreement. Neither the final payment nor any partial payment, nor any certificate for either, shall constitute acceptance by the Owner of defective work or improper materials or of any element of the Trade Contractor's performance determined to be at variance with this Agreement.

**7.8** The Owner shall have the right to set off any amounts the Trade Contractor owes to the Owner under this Agreement or by law against the remaining balance under this Agreement, or against any amounts due the Trade Contractor under any other agreements with the Owner.

**7.9 Final Payment.** Final payment by the Owner to the Trade Contractor shall not become due and payable to the Trade Contractor until the following express conditions precedent have been met: (1) The completion of the Trade Work required by this Agreement and acceptance of the Trade Work by the CM, the Owner and the Architect; (2) execution and delivery by the Trade Contractor, in a form satisfactory to the CM, of a general release running to and in favor of the CM and the Owner; and (3) complete and full satisfaction of all claims, demands, disputes and obligations of the Trade Contractor arising out of or related to this Agreement, including those between the Owner and the Trade Contractor and between the Trade Contractor and any third party. Should there be any such claim, lien or unsatisfied obligation, whether before or after final payment is made, the Trade Contractor shall deliver payment to the Owner an amount equal to whatever cost the Owner must pay to discharge or defend against any such claim, obligation, lien or action brought, or any judgment thereon and all costs, including legal fees and expenses and a 15% Administrative Fee, incurred in connection therewith.

## **8. Hazardous Materials**

The Trade Contractor shall at all times comply with all rules and regulations of any municipality, state or federal environmental protection, and toxic waste and hazardous substances laws, ordinances and regulations, and how they relate to the Trade Work, and shall be equally responsible for actions and inactions of Trade Contractors, lower tier contractors, and any other agents or independent contractors of the Trade Contractor. The Trade Contractor shall be deemed to, and shall, have included in the Agreement Amount the containment, removal, disposal or neutralization of all toxic wastes and hazardous substances created, generated or transported to or from the Project site in conjunction with the Trade Work. The Trade Contractor will be responsible for identifying toxic wastes and hazardous substances generated, released, caused by or resulting from the Trade Work and notifying the CM of its presence in writing as soon as it is identified. The terms "toxic wastes" and "hazardous substances" shall have the same meaning as defined under federal environmental laws and regulations. At all times the Trade Contractor shall defend, indemnify and hold harmless the Owner and the CM from any and all expenses, costs, damages, suits, fines, assessments, penalties and/or causes of action, including attorney's fees through all investigations, negotiations, hearings or appeals, relating to or arising out of the Trade Contractor's failure to strictly comply with the terms of this paragraph.

## **9. Compliance with Laws**

**9.1** The Trade Contractor agrees to be bound by, and at its own costs comply with, all federal, state and local laws, ordinances and regulations (the "Laws") applicable to the Trade Work, including but not limited to safety, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, sexual and racial harassment, and all other Laws with which the Owner or CM must comply.

**9.2** Where prescribed by Law pursuant to direct Federal contracts or Federally-financed or aided contracts, or otherwise required by Law, the Trade Contractor agrees the following clauses found in the Trade Contract Documents or in the Code of Federal Regulations (CFR) are incorporated in this Agreement and binding on Trade Contractor as if written herein word for word: the clauses entitled "Equal Opportunity Clause" (41 CFR Sections 60-1.4 & 60-4.3); "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans of the Vietnam Era" (41 CFR Section 60-250.4); "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers" (41 CFR Section 60-741.1); "Contract Work Hours and Safety Standards Act-Overtime Compensation"; "Apprentices and Trainees"; "Payrolls and Basic Records"; "Compliance with Copeland Act Requirements"; "Withholding"; "Subcontracts"; "Contract Termination-Department"; "Disputes Concerning Labor Standards"; "Compliance with Davis-Bacon and Related Act Requirements"; and "Certification of Eligibility" and such other clauses as the Federal Government has required by law or contract. Trade Contractor agrees to include all such clauses in any non-exempt, lower-tier contracts.

**9.3 Immigration Compliance.** The Trade Contractor represents and warrants that the Trade Contractor is in compliance with, and shall remain in compliance with, the provisions of the Immigration Reform and Control Act of 1986 (The "Act") and all other Federal, State, and/or local immigration statutes/ordinances, as applicable, including, but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status. The Trade Contractor agrees to indemnify the Owner and the CM and to hold the Owner and the CM harmless from all liability, including liability for interest and penalties, the Owner and/or the CM incurs with results from or is attributable to the Trade Contractor's failure to comply with any provisions of the Act, and or applicable Federal, State, and/or local immigration statute/ordinance, including reimbursing the Owner and the CM any monies expended by either of them in participating in or responding to any investigation/suit/civil or criminal immigration matter involving the Trade Contractor. As it relates to immigration compliance, the Trade Contractor shall be responsible for completing any and all required documentation in accordance with requirements put forth by the Owner, CM or applicable law.

**9.4** The Trade Contractor shall be liable to the CM and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Trade Contractor, its contractors at any tier, and its and their respective employees and agents resulting from the failure to comply with Laws, including, but not limited to, any fines, penalties

## **10. Insurance**

**10.1** The Trade Contractor agrees to procure, pay for and maintain in full force and effect during the course of the performance of the Agreement all insurance required by the laws of the state in which the Trade Work covered by this Agreement is being performed, and in such form and amounts as described in Exhibit B which is attached hereto and incorporated into this Agreement. The Trade Contractor shall not commence the Trade Work nor receive any payment hereunder until Certificate of such insurance is furnished to the CM.

**10.2** The CM shall have no duty to the Trade Contractor or to any of its insurers or their insurance agents to review any certificates or copies of insurance furnished to the CM or to determine whether the terms of each certificate or policy of insurance comply with the insurance-related provisions of the Agreement. A failure of the CM to detect that the Trade Contractor has not submitted certificates, or proper certificates, or is

otherwise not in compliance with the insurance-related provisions of the Agreement shall not be construed as a waiver or other impairment of any of the Owner's or CM's rights under such insurance-related provisions.

**10.3** If the Trade Contractor fails to procure and maintain such insurance, in addition to the option of declaring the Trade Contractor in default for breach of a material provision of this Agreement, the Owner or the CM shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides the Owner and the CM with equivalent protection, and the Trade Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance purchased by the Owner or the CM shall be charged against and deducted from any monies then due or to become due to the Trade Contractor or the CM shall notify the Trade Contractor of the cost thereof and the Trade Contractor shall promptly pay such cost.

**10.4** The Trade Contractor shall identify by certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Trade Contractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Trade Contractor shall obtain appropriate endorsements acceptable to the CM as a condition of this Agreement.

**10.5** The Trade Contractor shall at its own expense provide insurance coverage for materials stored off the site after written approval of the CM at the value established in the approval, and also for portions of the Trade Work in transit until such materials are permanently incorporated into the Project. The risk of loss for material and equipment provided by this Agreement, whether in a deliverable state or otherwise, shall remain with the Trade Contractor. Any damages to the material and equipment or loss of any kind occasioned in transit shall be borne by the Trade Contractor, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs.

## **11. Indemnity**

**11.1 General Indemnity.** To the fullest extent allowed by law, the Trade Contractor shall defend, indemnify and hold harmless the CM, the Owner's other Trade Contractors, the Architect/Engineer, the Owner and their agents, consultants, members and employees (the "Indemnitees") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, costs and expenses for bodily injury and property damage that may arise from the performance of the Trade Work to the extent of the negligent acts or omissions by, or the fault of, the Trade Contractor, the Trade Contractor's lower tier contractors or anyone employed directly or indirectly by any of them or by anyone for whose acts or omissions any of them may be liable. The Trade Contractor agrees to purchase and maintain contractual liability insurance covering its obligations in this article. These obligations shall not be interpreted to reduce or negate any other rights or obligations of indemnity otherwise existing with regard to any party or person described in this Article.

**11.2 Patents.** The Trade Contractor hereby agrees to defend, indemnify and hold harmless the CM and the Owner from and against any and all liability, loss or damage and to reimburse the CM and the Owner for any costs, including legal fees and expenses, which the CM and the Owner may incur because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Trade Work, or materials, equipment or other items used by the Trade Contractor in its performance.

**11.3 No Limitations.** In furtherance to, but not in limitation of the indemnity provisions in this Agreement, the Trade Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

## **12. Termination for Convenience**

**12.1** It is understood that the basic assumption underlying the mutual obligations and responsibilities entered into by the parties to this Agreement is the continued performance with respect to the CM Agreement that exists between the CM and the Owner. If, for any reason, the CM Agreement is breached, rescinded or terminated, the Owner shall have the right to immediately terminate this Agreement. In no event shall the CM or the Owner be obligated to the Trade Contractor for any anticipatory profits or any damages incurred by the Trade Contractor as a result of the termination of this Agreement, unless approved and paid by the Owner. The Trade Contractor agrees that it shall have no claim or cause of action against the CM arising from or relating to Owner's termination of this Agreement or Owner's determination of any amount it agrees to pay Trade Contractor upon termination of this Agreement.

**12.2** The Owner shall have the right at any time by written notice to the Trade Contractor, to terminate this Agreement without cause and require the Trade Contractor to cease work. In the event of such a termination for convenience, the Trade Contractor shall be entitled to payment pursuant to the terms of the Agreement for the portion of the Trade Work actually completed as of the date of termination, provided that such amount may be reduced by all amounts for which the Trade Contractor is liable or responsible. However, the Trade Contractor shall only be entitled to profit on that portion of the work actually completed and approved for payment to the date of termination together with retainages withheld from prior payments. The Trade Contractor waives any claim for loss of anticipated profits or other damages against the Owner or the CM in the event the Owner exercises this clause.

### **13. Failure of Performance**

**13.1. Non-Conforming Trade Work.** The Trade Contractor shall provide sufficient, safe and proper facilities at all times for inspection by the Architect, the Owner or the CM of the Trade Work in the field, at shops or at any other place where materials required hereunder are in course of preparation, manufacture, treatment or storage. The Trade Contractor shall, within twenty four (24) hours after receiving written notice from the CM to that effect, proceed to remove from the site any materials condemned by the Architect, the Owner, or the CM, whether worked or unworked, and to take down all portions of the Trade Work which the Architect, the Owner or the CM has condemned in writing, as unsound or improper, or as in any way failing to conform to the drawings, specifications and addenda and shall take full financial responsibility for all damage caused by such removal. In the event that all or any portion of the Trade Work as condemned should be of such a nature, or the time available should be so limited, that in the judgment of the Architect, the Owner or the CM it would not be expedient to order the same replaced or corrected, the Owner, at its option, may deduct from the payments due or to become due to the Trade Contractor such amount or amounts as in the opinion of the Architect, the CM or the Owner shall represent the difference between the fair and reasonable value of the Trade Work so condemned and its value had it been executed in conformity with the Trade Contract Documents.

**13.2 Notice to Cure** If the Trade Contractor is unable, refuses or fails to supply enough properly-skilled workers, proper materials, correct non-conforming Trade Work, or maintain the Schedule of Work, or fails to make prompt payment to its workers, Trade Contractors or suppliers, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, the Trade Contractor shall be deemed in default of this Agreement. If the Trade Contractor fails within three (3) business days after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Owner without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

**13.2.1** to supply workers, materials, equipment and facilities as the Owner deems necessary for the completion of the Trade Work or any part which the Trade Contractor has failed to complete or perform after written notification, and charge the cost, including reasonable overhead, profit, attorneys' fees, costs and expenses to the Trade Contractor;

**13.2.2** to contract with one or more additional contractors to perform such part of the Trade Work as the CM determines will provide the most expeditious completion of the Trade Work, and charge the cost to the Trade Contractor;

**13.2.3** withhold any payments due or to become due the Trade Contractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the Owner and the CM.

**13.2.4** terminate the Trade Contractor for default by delivering written notice of such termination to the Trade Contractor.

**13.2.5** to charge to the Trade Contractor an Administrative Fee of 15% of all costs incurred by the Owner or the CM in exercising any of the above remedies.

In the event of an emergency affecting the safety of persons or property, the CM on behalf of the Owner may proceed as above without notice, but the Owner shall give the Trade Contractor notice promptly after the fact as a precondition of cost recovery.

**13.3 Termination for Default.** If the Trade Contractor has been terminated for default, the Owner may take possession of the plant and Trade Work, materials, tools, appliances and equipment of the Trade Contractor at the Project site, and through itself or others provide labor, equipment and materials to prosecute Trade Work on such terms and conditions as shall be deemed by the Owner as necessary, and shall deduct the cost, including without restriction all claims, charges, expenses, losses, costs, damages, and attorneys' fees, incurred as a result of the Trade Contractor's failure to perform, from any money then due or thereafter to become due to the Trade Contractor under this Agreement.

**13.3.1** If the Owner so terminates the employment of the Trade Contractor, the Trade Contractor shall not be entitled to any further payments under this Agreement and no sum shall be deemed due or to become due to the Trade Contractor until Trade Work has been completed and accepted by the Owner, all Agreement requirements have been fulfilled, and payment has been received by the CM from the Owner. In the event the unpaid Agreement Amount earned by Trade Contractor exceeds the cost of completion and any and all incidental costs, including administrative, legal and other professional fees, the difference shall be paid to the Trade Contractor, but if such expenses exceed the unpaid earned Agreement Amount, the Trade Contractor agrees to pay the difference to the Owner within thirty (30) days following receipt of written notice.

**13.3.2** If it is determined or agreed that the Owner wrongfully exercised any option under this Article, the Owner shall be liable to the Trade Contractor solely for the reasonable value of Trade Work performed by the Trade Contractor prior to such action, including reasonable overhead and profit on the Trade Work performed, less prior payments made. Under no circumstances shall the Trade Contractor be entitled to recovery of claimed lost future profits.

## **14. Delays**

**14.1** Should the progress of the Trade Work be delayed, obstructed or interfered with through any fault, action or failure to act by the Trade Contractor or any of its officers, agents, employees, Trade Contractors or suppliers so as to cause any additional cost, expense, liability or damage to the CM or the Owner, including legal fees or expenses incurred in defending claims arising from such delay or seeking reimbursement and indemnity from the Trade Contractor and its surety hereunder, the Trade Contractor and its surety agree to compensate and indemnify the CM and the Owner against all such costs, expenses, damages and liabilities.

**14.2** In addition, the Trade Contractor, at the CM's direction and at the Trade Contractor's own cost and expense, shall work such overtime as may be necessary to make up for all time lost in the completion of the Trade Work and in the completion of the Project due to such delay. If the Trade Contractor fails to make up for the time lost by reason of such delay, the CM has the right to use other Trade Contractors or suppliers and to take whatever other action the CM deems necessary to avoid delay in the completion of the Trade Work and the Project, the cost of which shall be borne by the Trade Contractor. In the event Trade Contractor delays timely performance of the Trade Work or to the completion of the Project, either by its acts or omissions, and such delays result in the CM being charged by the Owner with actual or liquidated damages, then the Trade Contractor shall reimburse the CM the full amount of all such damages and charges resulting from the delays caused by the Trade Contractor. The CM may offset any such damages against the remaining balance due to the Trade Contractor on the Agreement Amount, if any.

**14.3** If the commencement and/or progress of the Trade Work is delayed without the fault or responsibility of the Trade Contractor, the time for the Trade Work shall be extended by Change Order to the extent obtained by the CM from the Owner pursuant to the CM Agreement, and the Schedule of Work shall be revised accordingly.

## **15. Changes**

**15.1 Trade Work Changes.** The Owner and the Trade Contractor agree the Owner may make changes to the Trade Work, including but not limited to; additions, deletions or revisions. Any changes made to the Trade Work involved, or any other parts of this Agreement, shall be by a written Change Order. To the extent that any such change impacts Trade Contractor's cost of or time for performance, the Agreement Amount and Agreement Schedule shall be equitably adjusted to compensate for such impact. Changes shall be initiated by one of the three methods outlined below, or as provided in the CM Agreement and shall be incorporated into the Agreement by a Change Order.

**15.1.1. Request for Change Proposal.** A Request for Change Proposal ("RFCP") is a written request that informs Trade Contractor about a potential change in the Trade Work and requests a proposal for the potential change. Trade Contractor shall promptly reply with such request. Trade Contractor shall not implement the change or incur any costs until a Change Order is fully executed.

**15.1.2. Construction Change Directive.** A Construction Change Directive ("CCD") is a written directive that instructs Trade Contractor to take some immediate action in connection with the Trade Work. CCDs are issued when there is not time to issue a RFCP or Change Order. Trade Contractor shall immediately proceed so as not to delay the progress of the Work and in accordance with the terms of the CCD. Any impact of a CCD on the Contract Price or Schedule shall be adjusted by a Change Order.

**15.1.3. Change Order Requests.** Within seven (7) calendar days after the occurrence of any event or observance of any condition that Trade Contractor believes entitles Trade Contractor to an adjustment in Agreement Amount and/or Agreement Schedule, Trade Contractor shall prepare and submit a Change Order Request ("COR") to CM. The COR shall include a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the proposed change to the Agreement Amount and/or Agreement Schedule.

**15.2 Change Orders.** A Change Order ("CO") is a written instrument prepared by the CM or Owner and signed by the Trade Contractor stating their agreement with the change in the Trade Work and any adjustment to the Agreement Amount and/or Agreement Work Schedule. All changes and/or additions in the Trade Work ordered in writing by the Owner or CM shall be deemed a part of the Trade Work and shall be performed and furnished in strict accordance with all terms and conditions of this Agreement and the Trade Contract Documents, including the current Schedule of Work.

Change Orders will be used to implement approved Requests for Change Proposals, Construction Change Directives and Change Order Requests. Upon receipt of a properly documented COR or CCD, the parties shall negotiate in good faith to determine if the Trade Contractor is entitled to a Change Order and, if so, the appropriate equitable adjustment. Any adjustment to the Agreement Amount shall be established by one of the following methods:

- a. mutual acceptance of an itemized lump sum, or
- b. unit prices as indicated in the Trade Contract Documents or as subsequently agreed to by the parties; or
- c. costs determined in a manner acceptable to the parties and a mutually acceptable fixed or percentage fee; or
- d. another method provided in the Trade Contract Documents.

If the Parties are unable to agree on the dispositions of a COR or CCD, CM or Owner will either (i) issue a Notice denying Trade Contractor's request or (ii) issue a unilateral Change Order setting forth the final determination regarding the adjustments. Any cost and schedule adjustments shall be a full accord and satisfaction for all cumulative impacts of the underlying change.

**15.3** The Trade Contractor shall not be entitled to receive additional compensation for extra work or materials or changes of any kind except to the extent the same was ordered by the CM. The Trade Contractor shall be responsible for any costs incurred by the Owner or the CM for changes of any kind made by the Trade Contractor that increase the cost of the Work for either the Owner, the CM or other Trade Contractors when the Trade Contractor proceeds with such changes without a Change Order or Construction Change Directive.

**15.4 Determination by Owner, CM or Architect/Engineer.** Notwithstanding any other provision, if the Trade Work for which the Trade Contractor claims additional compensation is determined by the Owner, the CM or Architect/Engineer not to entitle the Trade Contractor to a Change Order, additional compensation or a time extension, the Owner and the CM shall not be liable to the Trade Contractor for any additional compensation or time extension for such Trade Work, unless the Owner agrees in writing to pay such additional compensation or to grant such extension.

## **16. Claims**

**16.1** A Claim is a written demand by Trade Contractor seeking an adjustment in the Agreement Amount and/or Agreement Schedule or some other relief under the terms of the Agreement for events other than a RFCP that has been denied in writing. Trade Contractor shall provide Notice to the Owner and the CM of any potential Claim within seven (7) calendar days after the event giving rise to the Claim. Within fifteen (15) calendar days thereafter, Trade Contractor shall submit a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the alleged change to the Agreement Amount and/or Agreement Schedule. Claims not timely made, in writing, by the Trade Contractor shall be deemed to have been abandoned and waived. The acceptance and consideration of any claim out of time by the Owner shall not create any precedent nor "course of dealing" between the Owner and the Trade Contractor, nor shall it waive the Owner's right to insist on strict adherence by the Trade Contractor to the contract claims procedures. If Owner denies Trade Contractor's Claim, Trade Contractor may pursue the matter under Article 21 Dispute Resolution.

**16.2** The Trade Contractor shall not delay or suspend the Trade Work because of the pendency of or the denial by the Owner of any such claim or because of the continuance of the condition out of which the claim arose, but shall proceed diligently in performing the Trade Work while the claim is being resolved by agreement or being fully adjudicated.

**16.3** In the event the Trade Contractor asserts that it should receive additional compensation because of an act or omission on the Owner's part, or someone for whom the Owner is responsible, the Trade Contractor shall promptly submit the claim to the Owner and the CM in writing within the time required in Section 16.1. Failure of the Trade Contractor to submit such claims in a timely and proper manner shall result in a waiver of such claim.

**16.4** The Trade Contractor shall fully cooperate with the CM in the submission of such claims described in Section 16.3, shall prepare all supporting data and do everything else necessary to properly present the claims, including payment of legal fees incurred by the CM to prepare, submit and negotiate or otherwise resolve such claim. Should the Owner allow and pay additional compensation to the CM on account of such claim asserted by the Trade Contractor, the CM will pay the same to the Trade Contractor.

**16.5** It shall be an express condition precedent to any obligation on the part of the CM to make payment of any cost, reimbursement, compensation or damages to the Trade Contractor hereunder that the CM shall first be determined to be entitled to such compensation on behalf of the Trade Contractor and then receive such payment from Owner, and Trade Contractor expressly acknowledges that the CM is not obligated or required to pursue the Trade Contractor's claim against the Owner if the CM, in its sole discretion, after review of the Trade Contractor's claim, has deemed the claim to lack merit in whole or in part.



**16.6** If at any time a controversy should arise between the CM and the Trade Contractor with respect to any matter in this Agreement which the CM determines is not a claim, dispute or controversy which should involve or be asserted against the Owner, the decision of the CM relating to the subject of the controversy shall be followed by the Trade Contractor.

## **17. Taxes**

The Agreement Amount includes all sales, excise, transportation, unemployment compensation, social security, and any other taxes presently existing or subsequently imposed and levied and the Trade Contractor agrees to pay all of the above and to conform to all applicable municipal, state and federal laws in connection with such taxes. The Trade Contractor further agrees to withhold taxes from the wages and salaries of all employees of the Trade Contractor and pay the same in accordance with the federal and state laws and regulations pertaining thereto. The Agreement Amount includes federal, state and municipal taxes now levied or in force or hereafter imposed on any and all tangible personal property sold or transferred to the Owner under this Agreement and the Trade Contractor agrees to pay such tax or taxes on such property, the cost of which is included in the Agreement Amount.

## **18. Liens**

**18.1** The Trade Contractor shall promptly pay when due all its project creditors, together with the project creditors of all those below it in the contractual chain.

**18.2** If the Project involves private work, the Trade Contractor shall keep the property and improvements free and clear of all mechanic, materialmen and similar lien claims or statements. In the event any such lien is filed, asserted or claimed, the Trade Contractor shall immediately secure its release either by paying the lien claimant, by filing a lien release bond, or by any other means permitted by law. If not so released, the Owner may retain an amount equal to 150% of the lien or claim and may pay the claimant and offset that amount, plus any legal fees from the amount so retained. If the Project involves public work, the Trade Contractor shall promptly pay and secure releases from all of its project creditors, including all those below it in the contractual chain, who are entitled to assert claims against the Owner, the CM or its surety.

**18.3** If any claim or lien is made or filed with or against the CM, the Owner, the Project, 218 W 6<sup>th</sup> St, Tulsa, Ok 74119 or the Project funds by any person claiming that the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier, has failed to make payment for any labor, services, materials, equipment, taxes or other obligations furnished or incurred in connection with the Trade Work, or if the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier causes damage to the Trade Work or any other work on the project, or if the Trade Contractor fails to perform or is otherwise in default of any term or provision of this Agreement, the Owner shall have the right to retain from any payment then due or thereafter due an amount which the Owner deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien, (2) make good any such nonpayment, failure, damage or default, and (3) defend, indemnify and hold harmless the CM and the Owner against any and all losses, damages and costs, including legal fees and expenses, incurred by either or both of them. The Owner shall require proof that any such nonpayment, claim or lien is fully satisfied, dismissed and discharged before any remaining retained funds will be released. The Owner shall, in addition, have the right to apply and charge against the Trade Contractor so much of the amount retained as may be required for the foregoing purposes and the Trade Contractor shall pay and reimburse the CM and the Owner all such losses, damages, and costs incurred by them which exceed the retained funds.

## **19. Assignment**

To the fullest extent permitted by law, the Trade Contractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of the Owner in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event the Trade Contractor assigns, sells, encumbers or otherwise transfers its right to any funds due or to become due under this Agreement as security for any loan, financing or other indebtedness ("Assignment"), notification to the Owner and the CM of such Assignment must be sent by certified mail, return receipt requested, to the Owner and the CM and the Assignment shall not be effective as against the Owner until the Owner provides its written consent to such Assignment. The Trade Contractor agrees that any such Assignment shall not relieve the Trade Contractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the Trade Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the Owner or the CM and such assignee or transferee.

## **20. Guarantee/Warranty**

For a period of one year from the date of the Owner's final acceptance of the Trade Work, the Trade Contractor guarantees and warrants that the Trade Work complies with the Trade Contract Documents requirements and is free from defects in material and workmanship. This guarantee/warranty shall include, but is not limited to, the cost of all labor, material and related items necessary to correct any such defect, plus the cost of repairing any damage to other items which may have been caused by the defective material or workmanship. If the Trade Contractor fails to begin warranty work within forty-eight (48) hours of being notified that such work is necessary, the Owner may, at its option, perform the necessary remedial work or secure its performance by others and charge the Trade Contractor with the cost thereof, plus a 15% Administrative Fee. Nothing in this paragraph shall shorten the statute of limitations on any action by the Owner for breach of contract, negligence or other cause of action against the Trade Contractor.

## **21. Dispute Resolution**

**21.1 Scope of Disputes Provisions.** All Claims, disputes or other matters in question between the parties to this Agreement which arise out of or relate to this Agreement (or the breach thereof), whether in contract or tort, (hereinafter "Dispute") shall be subject to the dispute resolutions set forth below.

**21.2 Initial Dispute Resolution/Mediation.** A Dispute which either party desires to pursue shall be set forth in a detailed written statement of claim submitted to the other party providing the specific basis upon which monetary or other relief is claimed to be due, the specific contractual provision(s) supporting the claim and an itemization of the amount claimed to be due. Following submission of the detailed statement of claim, Owner and Trade Contractor shall endeavor to settle the Dispute first through face to face direct discussions between corporate officers of the Owner and Trade Contractor which discussions shall be held at the Owner's office location involved with the Project within thirty (30) calendar days of a request by either party. If the Dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent and before recourse to any other form of binding dispute resolution. The location of the mediation shall be the same city as the location of the Project, unless the parties agree on another location. Upon written notice requesting mediation provided to the other party and the American Arbitration Association, the parties agree to proceed with the mediation as scheduled by the mediator. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be personally delivered to the other party and the mediator.

**21.3 Binding Dispute Resolution.** In the event Owner and Trade Contractor cannot resolve the Dispute through direct discussions or mediation as contemplated above, then the Dispute shall, at the sole discretion of Owner, be decided either by submission to (a) arbitration administered by the American Arbitration Association or other arbitration tribunal mutually agreed upon by the parties; or (b) litigation subject to the exclusive jurisdiction and venue of the location of the Project.

### **21.4 Arbitration Election**

**21.4.1** In the event Owner exercises its exclusive right to resolve the Dispute in arbitration, such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or the applicable rules of such other arbitration tribunal as the parties may mutually determine in effect at the time the arbitration is commenced as modified by the terms hereof. Any arbitration hereunder shall be held at the location of the Project.

**21.4.2** Should Owner exercise its exclusive right to resolve the Dispute by arbitration, then within fourteen (14) days after Owner gives Trade Contractor notice of Owner's election of arbitration, the parties shall use good faith efforts to select a single arbitrator mutually acceptable to both parties. If the parties are unable to select an arbitrator, then the parties will select the arbitrator(s) from a panel of experienced construction arbitrators on the American Arbitration Association's large complex case panel or a comparable panel of experienced construction arbitrators maintained by such other arbitration tribunal mutually selected by the parties then in effect. In the event the amount in Dispute exceeds \$1,000,000.00, Owner and Trade Contractor agree the arbitration shall be heard by a panel of three (3) arbitrators; otherwise, the Dispute shall be heard by a single arbitrator.

**21.4.3** The parties will enter into an Electronically Stored Information Agreement outlining the scope and volume for ESI discovery, which shall take into account the amount and complexity of the Dispute.

**21.4.4** The arbitration award shall be final and binding upon the parties, shall include attorneys' fees and costs to the prevailing party or parties, and may be entered as a judgment in any court having proper jurisdiction. In any arbitration the Arbitrator(s) shall have no power to render an award which has the effect of altering or amending or changing in any way any provisions of this Agreement.

**21.4.5** The parties stipulate and agree that the performance of this Agreement is a transaction involving interstate commerce. Notwithstanding other provisions in the Agreement, or choice of law provisions to the contrary, this agreement to arbitrate shall be enforced pursuant to, and governed by, the Federal Arbitration Act, 9 U. S. C. §1 et seq., which shall not be superseded or supplemented by any other arbitration act, statute or regulation.

**21.4.6** At the sole discretion of Owner, any arbitration with Trade Contractor shall be consolidated with any other arbitration proceeding relating to the work under the CM Agreement.

**21.5 Litigation Election.** In the event Owner elects not to exercise its exclusive right to resolve the Dispute by arbitration, or in the event the Dispute between Owner and Trade Contractor, or any portion thereof, is found to be non-arbitrable, then the parties hereby agree that the Dispute or a portion thereof (as the case may be) shall be subject to exclusive jurisdiction and venue at the location of the Project. In any such Dispute or portion thereof which is resolved by litigation, Trade Contractor expressly waives any right to trial by jury.

**21.6 Multiparty Proceeding.** To the extent permitted by Trade Contract Documents, all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent Disputes between the Owner and the Trade Contractor involve in whole or in part disputes between the CM and the Owner, Disputes between the Trade Contractor and the Owner shall be decided by the same tribunal and in the same forum as disputes between the CM and the Owner.

**21.7 Stay of Proceedings.** (a) In the event the provisions for resolution of disputes between the CM and the Owner contained in the Trade Contract Documents do not permit consolidation or joinder with disputes of third parties, such as the Trade Contractor, resolution of any Dispute between Owner and Trade Contractor involving in whole or in part disputes between CM and Owner shall be stayed pending conclusion of any dispute resolution proceeding between CM and Owner. (b) In the event that any action is filed prior to exhaustion of remedies under the Agreement; such action shall be stayed pending conclusion of any dispute resolution proceedings.

**21.8 Work Continuation and Payment.** Unless otherwise agreed in writing, Trade Contractor shall continue the Trade Work and maintain the Schedule of Work during any dispute resolution proceedings. As Trade Contractor continues to perform, Owner shall continue to make payments in accordance with this Agreement.

**21.9 Cost of Dispute Resolution; Attorneys' Fees.** The cost of any mediation proceeding shall be shared equally by the parties participating.

**21.9.1** The prevailing party in any Dispute arising out of or relating to this Agreement or its breach that is resolved by a dispute resolution procedure designated in the Trade Contract Documents shall be entitled to recover from the other party any remedies available under Oklahoma law after direct discussions and mediation.

**21.9.2** In the event the Trade Contractor is awarded an amount equal to or less than the last written offer of settlement from Owner, prior to the commencement of binding dispute resolution, Owner shall be deemed prevailing party and be entitled to recover those reasonable attorneys' fees, costs and expenses (including expert fees and expenses) incurred by the Owner.

## **22. Miscellaneous**

**22.1** No one, other than the parties hereto, their successors, trustees and assigns, shall be entitled to bring action on this Agreement or the Performance Bond provided by the Trade Contractor, it being the express intent of the parties that this Agreement shall not be for the benefit of any third party.

**22.2** Any term or provision of this Agreement which is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**22.3** This Agreement, together with the documents referred to or incorporated herein by reference, constitute the complete agreement between the parties. No agent or employee of either party possesses the authority to make, and the parties shall not be bound by nor liable for, any statement, representation, promise or agreement not set forth herein. Any article, section, paragraph or other headings contained in this Agreement are for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

**22.4** The terms and provisions shall extend to and be binding upon the successors, trustees and assigns of the parties hereto, and shall be governed and controlled, except as expressly provided herein or as required by the Trade Contract Documents, by the laws of the State of the Oklahoma.

**22.5** The Trade Contractor agrees to comply with the provisions and any applicable local, state or federal ordinance, regulation, status, or other mandate regarding affirmative action and/or minority/women's business enterprise participation.

**22.6** This Agreement has not been altered in any manner from its original form as sent to the Trade Contractor except for required signatures and dates, or as clearly marked and initialed by this Trade Contractor. Any changes to this Agreement not initialed by the Owner will not be binding.

23. **Schedule of Exhibits to the Agreement**

The following Exhibits are attached to and are a part of this Agreement.

Exhibit A: The Trade Contractor's Scope of Work, including alternative or unit prices  
Exhibit B: Insurance Requirements  
Exhibit C: Flintco Policies/Procedures Acknowledgement of Obtaining Form  
Exhibit D: List of Drawings, Specifications and Addenda  
Exhibit E: Schedule of Work  
Exhibit F: Certification of Non-Segregated Facilities  
Exhibit G: Payment and Performance Bond Forms  
Exhibit H: Tax Exemption Certificate

This Agreement is entered into as of the date entered in Article 1.

ATTEST:



Interior Concepts, Inc.

BY:

Jean G. Budd

PRINT NAME: JEAN G. BUDD

PRINT TITLE: PRESIDENT

Designate type of organization: ( ☒ ) Corporation ( ) Partnership ( ) Sole Proprietorship ( ) LLC ( ) Other

Organized in the State of OKLAHOMA

With its principal place of business at 5505 S. Sheridan Road; Tulsa, OK 74145

Tulsa County

ATTEST:

BY:

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

County Clerk

ATTEST:

BY:

PRINT NAME: Michael Willis

Approved as to form:

ATTEST:

6-18-19

BY:

Nolan M. Fields

PRINT NAME: Nolan Fields

PRINT TITLE: Assistant District Attorney

## TRADE CONTRACTOR - SCOPE OF WORK

Exhibit A  
Page 1 of 3

### **ADDENDUM #4 BID PACKAGE 9B: CARPET, RESILIENT FLOORINGS, RESILIENT BASE, STAIR NOSINGS & COVERINGS, TILE AND FLOORING ACCESSORIES – COMPLETE**

| <b>Specification Section</b> | <b>Description</b>  |
|------------------------------|---|
| <b>DIVISION 0</b>            | <b>Procurement and Contracting Requirements</b>   |
| <b>DIVISION 1</b>            | <b>General Requirements</b>   |
| <b>033000</b>                | <b>Cast-In-Place Concrete, pertinent portions thereof applicable to the work of this bid package</b>      |
| <b>071400</b>                | <b>Fluid Applied Waterproofing, pertinent portions thereof applicable to the work of this bid package</b> |
| <b>079005</b>                | <b>Joint Sealers, pertinent portions thereof applicable to the work of this bid package</b>               |
| <b>092116</b>                | <b>Gypsum Board Assemblies, pertinent portions thereof applicable to the work of this bid package</b>     |
| <b>093000</b>                | <b>Tiling, complete</b>   |
| <b>096500</b>                | <b>Resilient Flooring, complete</b>   |
| <b>096813</b>                | <b>Tile Carpeting, complete</b>   |

(In addition to the Specification Sections listed, Bidders will include work from referenced specifications and other work normally associated with this trade whether referenced or not.)

#### **Definition of Terms**

Contractor = Bidder

Construction Manager = Flintco, LLC

Owner = Tulsa County

Architect = GH2 Architects

The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

- 1.) Furnish and install all flooring as specified above for a complete installation, including all accessories as required per the contract documents. Include all carpets, carpet tile, sheet vinyl, VCT, resilient flooring and base, luxury vinyl tile, resilient athletic flooring, wood flooring, and tile (floors and walls) as shown.
- 2.) Provide all wall and floor preparation and cleaning of surfaces to receive applied products.
- 3.) Furnish and install minor floor patching of slab at the following rates: Resilient or Sheet Vinyl Flooring - One 10lb bag of patch for every 300sf of new construction and 200sf of remodel; Carpet - One 10lb bag of patch for every 500sf of new construction and 400sf of remodel. The patch material shall meet every flooring manufacturer's requirements for the project. Minor floor patching is in addition to skim coating and floor preparation required by contract documents or manufacturer's recommendations for products provided under this bid package. The quantities shall be held as an allowance and returned to the owner at the end of the project if not used. Document and coordinate all usage with the onsite superintendent.
- 4.) Contractor shall perform all floor preparation at new and existing slabs including patching, skim coating, and application of any special coatings as required by contract documents or manufacturer's recommendations for products provided under this bid package.

## TRADE CONTRACTOR - SCOPE OF WORK

Exhibit A  
Page 2 of 3

- 5.) Contractor to float floors in areas required to meet various elevations as shown on the Contract Documents.
- 6.) Contractor shall furnish and install all under-layments required by contract documents or manufacturer's recommendations for application of flooring.
- 7.) Slabs at new construction are to meet flatness requirements as specified. It is the responsibility of this contractor to meet any requirements by manufacturers of products provided under this bid package that exceed said requirements.
- 8.) Examine all sub-surfaces or substrates prior to beginning work and report any conditions detrimental to the work of this bid package. Commencement of work will be construed as acceptance of all surfaces.
- 9.) Contractor is to notify Construction Manager in writing within 30 days of notice to proceed if any of the curing or sealing materials specified are in conflict with manufacturer's recommendations for products provided under this bid package. Failure to do so will result in correction of any issues arising from such conflicts becoming the responsibility of this bid package.
- 10.) Furnish and install elevator cab flooring as indicated on the Contract Documents.
- 11.) Furnish and install all entrance floor tiles, floor mats and frames as shown on the Contract Documents.
- 12.) Furnish and install vinyl stair nosings, including luminous markings as shown in the Contract Documents.
- 13.) Furnish and install rubber tile and stair tread as shown in the Contract Documents.
- 14.) Furnish and install all required work for a complete installation of Flooring including all patterns/logos as shown on the Contract Documents.
- 15.) Provide heat welded seams at sheet vinyl flooring.
- 16.) Furnish and install all vinyl plank wood flooring per manufacturer's recommendations and as specified in the Contract Documents.
- 17.) Furnish and install all resilient athletic flooring per manufacturer's recommendations and as specified in the Contract Documents. Include moisture testing as required.
- 18.) Furnish and install control and expansion joints as required for the scope of work of this bid package. Exclude architectural expansion joint systems.
- 19.) Provide initial cleaning of installed products upon completion to include removal of dirt and debris in accordance with the manufacturer's recommendations. Include burnishing or waxing if necessary.
- 20.) Furnish and install caulking and sealants within and adjacent to this work.
- 21.) Layout for this scope of work shall be done to eliminate slivers and even out the first and last row of materials.
- 22.) Provide traffic control during installation and cleaning.
- 23.) Furnish and install waterproofing and sealer products associated with this bid package and as required by the contract documents. Include the waterproofing membrane at the shower walls and floors if indicated.
- 24.) Furnish and install all work required to complete the ceramic tile and porcelain tile work. Include all tile flooring, base, walls, corners, bull nose, thresholds, transitions, etc in accordance with the contract documents. Include all grout setting beds as required by the Contract Documents.
- 25.) Contractor shall utilize a Tile Leveling & Alignment System for the installation of all large format tile to be installed.
- 26.) Furnish and install all tile walls, base and/ or backsplashes as shown on the contract documents.
- 27.) Provide grout colors as specified and approved.
- 28.) Walls at new construction are to meet flatness requirements as specified. It is the responsibility of this contractor to meet any requirements by manufacturers of products provided under this bid package that exceed said requirements.
- 29.) Furnish and install all taping of joints in tile backer board as required prior to installation of tile. Exclude installation of backer board.
- 30.) Furnish and install transition strips as may be required for a complete installation.
- 31.) Provide initial cleaning of installed products upon completion to include removal of grout, mortar, caulking, etc. in accordance with the manufacturer's recommendations.
- 32.) Provide maintenance stock of materials as specified at the close of the project for use by the Owner.
- 33.) Provide temporary task lighting beyond OSHA minimum requirements as required by the scope of work of this bid package.
- 34.) Provide positive ventilation as required by authorities having jurisdiction.

## TRADE CONTRACTOR - SCOPE OF WORK

Exhibit A  
Page 3 of 3

- 35.) Contractor to provide and install floor patching as required per Demolition Notes on Architectural drawings.  
Demo contractor will demo to bare concrete.
- 36.) Coordinate with Demo contractor on limits of demo for shower floor sloping to drain. Provide and install sloping material after demo.

**NOTE:** Each week, the Construction Manager will specify one day for general cleanup. During the extent of your contract, you will provide the Construction Manager with ONE laborer for this cleanup. This will not supersede daily cleanup of the work area as stipulated in Bid Package General Requirements (Document 004600).

***The Liquidated Damages for this Package are \$500 per day***

## TRADE CONTRACTOR INSURANCE REQUIREMENTS

The contractor (and any Sub-contractors) shall carry and keep in force during this Contract, policies of insurance in minimum amounts as set forth below, or as required by the laws of the State of Oklahoma:

1. General Liability Insurance providing for a combined amount of not less than \$200,000 for all damages arising out of bodily injury, death and property damage for each occurrence with an aggregate limit of \$300,000, and an excess umbrella liability coverage of \$2,000,000;
2. Workers Compensation Insurance and Employee Liability Insurance as required by Workers Compensation laws of the State of Oklahoma;
3. Comprehensive Automobile Insurance; and
4. Errors and Omissions Coverage (only applicable to Architect or Engineering Services).

**Note: Builders Risk Insurance will be the responsibility of the Construction Manager and therefore should not be included.**

**IMPORTANT:**

The Contractor shall name the Board of County Commissioners of Tulsa County, Oklahoma as an additional insured;

The Contractor shall furnish Certificates of Insurance which shall provide that said insurance will not be cancelled by the Insurer without Insurer providing thirty (30) days written notice to the Board of County Commissioners of Tulsa County;

The Insurance specified shall be acquired from an Insurance Company properly licensed by the State of Oklahoma to provide such coverage in the State of Oklahoma.





INTER10

OP ID: PB

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |  |               |
|--|--|--|---------------|
| <b>PRODUCER</b><br>RICH & CARTMILL, INC<br>2738 East 51st #400<br>Tulsa, OK 74105<br>Vaughn P Graham CPCU, AFSB, CIC | 918-743-8811                                   | <b>CONTACT NAME:</b> Danette Cox - Account Manager                           |               |
|  |  | <b>PHONE (A/C, No, Ext):</b> 918-743-8811 <b>FAX (A/C, No):</b> 918-744-8429 |               |
|  |  | <b>E-MAIL ADDRESS:</b> DCox@RCIns.com  |               |
| <b>INSURED</b><br>Interior Concepts, Inc.<br>3505 S Sheridan<br>Tulsa, OK 74145                                      | <b>INSURER(S) AFFORDING COVERAGE</b>           |  | <b>NAIC #</b> |
|  | <b>INSURER A:</b> Travelers Indemnity Co of Am |  | 25666         |
|  | <b>INSURER B:</b> The Travelers Indemnity Co   |  | 25658         |
|  | <b>INSURER C:</b> Travelers Cas Ins Co of Am   |  | 19046         |
|  | <b>INSURER D:</b>                              |  |               |
|  | <b>INSURER E:</b>                              |  |               |
|  |  | <b>INSURER F:</b>  |               |

|   |                            |                         |
|---|----------------------------|-------------------------|
| <b>COVERAGES</b>  | <b>CERTIFICATE NUMBER:</b> | <b>REVISION NUMBER:</b> |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                            |                         |

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WYD | POLICY NUMBER                       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|-------------------------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | 6809692M220                         | 02/12/2019              | 02/12/2020              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| C        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  | X         | X        | BA9692P155                          | 02/12/2019              | 02/12/2020              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 5,000   |           |          | CUP3467T233                         | 02/12/2019              | 02/12/2020              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | UB6K072568                          | 02/12/2019              | 02/12/2020              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| A        | <b>Materials Storage</b>  |           |          | 6809692M220<br>INCL IN BUS PER PROP | 02/12/2019              | 02/12/2020              | Limit \$ 910,520<br>Ded \$ 1,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Tulsa County Administration building renovations

## CERTIFICATE HOLDER

FLIN009

Flintco LLC  
1624 W. 21st St.  
Tulsa, OK 74107-2708

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**NOTEPAD:**

HOLDER CODE      FLIN009  
INSURED'S NAME   Interior Concepts, Inc.

INTER10  
OP ID: PB

PAGE 2  
Date    06/06/2019

As required by written contract, subject to the policy terms and exclusions, certificate holder, Architect, Architect's Consultants and Board of County Commissioners of Tulsa County, Oklahoma are included as Additional Insured for ongoing and completed operations with regards to General Liability and Auto Liability per attached Additional Insured form #CGD251. Primary and non-contributory applies.

Waiver of Subrogation applies in favor of certificate holder as respects General Liability, Auto Liability and Workers' Compensation.

Umbrella follows form

30 Days Notice of Cancellation applies, except for 10 days notice for non-payment of premium.

## FLINTCO POLICIES/PROCEDURES ACKNOWLEDGEMENT OF OBTAINING FORM

The following Policies and Procedures are part of the Agreement by reference. (Obtain documents at [www.flintco.com](http://www.flintco.com), Select Subcontractors tab and then click on Forms.)

- **Substance Free Workplace:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding Substance Free Workplace and have read and understand my obligations under this policy.
- **Firearm, Weapons-Free Workplace Policy:** I acknowledge that I have obtained a copy the Flintco, LLC policy statement regarding Firearm, Weapons-Free Workplace and have read and understand my obligations under this policy.
- **Smoke-Free Workplace:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a Smoke-Free Workplace and have read and understand my obligations under this policy.
- **Safety Manual:** I acknowledge that I have obtained a copy of the Flintco, LLC Safety Manual and have read and understand my obligations regarding Job Site safety.
- **Certification of Nonsegregated Facilities:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a Nonsegregated Facility and have read and understand my obligations under this policy.

Trade Contractor acknowledges obtaining a copy of and agrees to comply with CM policies and procedures related to Trade Contractor performance on the jobsite.

Interior Concepts, Inc.  
Trade Contractor Name

James B. Budd  
Signature of Trade Contractor Representative

5.30.19  
Date

Return this signed form with your executed Trade.

## **DRAWINGS, SPECIFICATIONS & ADDENDA**

**Specifications:** Tulsa County Administration Building  
20180005  
Project Manual  
Volume 1 & 2  
12/20/2018

**Addenda:** Addendum #1 Dated 01/09/2019  
Addendum #2 Dated 01/17/2019  
Addendum #3 Dated 01/23/2019  
Addendum #4 Dated 02/06/2019

CM Clarification #1 Dated 01/14/2019  
CM Clarification #3 Dated 01/28/2019  
CM Clarification #4 Dated 02/11/2019

**Drawings:** As listed in Sheet Index on Sheet CS1 Cover Sheet  
Tulsa County Administration Building  
GH2 Architects  
Project #20180005  
12/20/2018 Construction Documents

## **SCHEDULE OF WORK**

THE CONSTRUCTION SCHEDULE WILL BE MAINTAINED AT THE PROJECT SITE AND WILL BE UPDATED AS WORK PROGRESSES. TRADE CONTRACTOR WILL GIVE INPUT REGARDING THE SCHEDULE AT REGULARLY SCHEDULED PROGRESS MEETINGS. TRADE CONTRACTOR SHALL FOLLOW THE MOST CURRENT VERSION OF THE SCHEDULE MAINTAINED BY CM AND PERFORM THE SUBCONTRACT WORK ACCORDING TO THAT SCHEDULE.

## CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors or specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

### Notice to Prospective Subcontractors of Requirements for Certifications of Nonsegregated Facilities.

Notification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

|   |                         |
|---|-------------------------|
| Firm Company Name                                 | Interior Concepts, Inc. |
| Signature of Authorized Representative            | Jean G. Budd            |
| Name of Authorized Representative (Print or Type) | JEAN G. BUDD            |
| Title of Authorized Representative                | PRESIDENT               |

Return this signed form with your executed subcontract.

Tulsa County "HQ" Administration Building Renovations

Bond No. GR43068



**Tulsa County Purchasing  
Payment Bond**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

**CONTRACTOR (Name and Address):**

Interior Concepts, Inc.  
3505 S. Sheridan  
Tulsa, OK 74145

**SURETY (Name and Principal Place of Business):**

Granite Re, Inc.  
14001 Quailbrook Drive  
Tulsa, OK 73134

**OWNER: Tulsa County Board of County Commissioners**

Tulsa County Administration Building  
500 South Denver Avenue  
Tulsa, Oklahoma 74103

**CONSTRUCTION CONTRACT**

Date: March 11, 2019

Amount: \$ 886,500.00

Description (Name and Location): Tulsa County Administration Building Renovations - Project No. HEADQ  
located at 218 W. 6th St., Tulsa, OK 74119

**BOND:**

Date (Not earlier than Construction Contract Date): June 14, 2019

Amount: \$ 886,500.00

**CONTRACTOR (Representative):**

Interior Concepts, Inc.

Signature: *Jason B. Budd*

Name and Title: President

**SURETY (Representative):**

Granite Re, Inc.

Signature: *Jamie Burris*

Name and Title: Jamie Burris, Attorney-in-Fact

(FOR INFORMATION ONLY-Name, Address and Telephone)

**AGENT or BROKER:**

Rich & Cartmill, Inc.  
2738 E. 51st St., Suite 400  
Tulsa, OK 74105-6228 - 918-743-8811

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party):**

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

4.2.1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address listed on Page 1) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

13 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.



#### 14 DEFINITIONS

**14.1. Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**14.2. Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**14.3. Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.

Tulsa County "HQ" Administration Building Renovations

Bond No. GR43068



Tulsa County Purchasing  
Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

**CONTRACTOR** (Name and Address):

Interior Concepts, Inc.  
3505 S. Sheridan  
Tulsa, OK 74145

**SURETY** (Name and Principal Place of Business):

Granite Re, Inc.  
14001 Quailbrook Drive  
Tulsa, OK 73134

**OWNER:** Tulsa County Board of County Commissioners  
Tulsa County Administration Building  
500 South Denver Avenue  
Tulsa, Oklahoma 74103

**CONSTRUCTION CONTRACT**

Date: March 11, 2019

Amount: \$ 886,500.00

Description (Name and Location): Tulsa County Administration Building Renovations - Project No. HEADQ  
located at 218 W. 6th St., Tulsa, OK 74119

**BOND:**

Date (Not earlier than Construction Contract Date): June 14, 2019

Amount: \$ 886,500.00

**CONTRACTOR** (Representative):  
Interior Concepts, Inc.

Signature: John B. Budd

Name and Title: President

**SURETY** (Representative):  
Granite Re, Inc.

Signature: Jamie Burris

Name and Title: Jamie Burris, Attorney-in-Fact

(FOR INFORMATION ONLY-Name, Address and Telephone)

**AGENT or BROKER:**

Rich & Cartmill, Inc.  
2738 E. 51st St., Suite 400  
Tulsa, OK 74105-6228 - 918-743-8811

**OWNER'S REPRESENTATIVE** (Architect, Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. The Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address on Page 1 that the Owner is considering declaring a Contractor Default as described in Paragraph 10 and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than ten (10) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor's Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than seven (7) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions.

4.1 Arrange for a Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain proposals or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with

reasonable promptness under the circumstances:

4.1.1. After investigation, determine the amount for which it may be liable to the Owner, and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

4.1.2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fourteen (14) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

9. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provisions in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 10. DEFINITIONS

**10.1 Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in Settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**10.2 Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**10.3 Contractor Default:** Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

**10.4 Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.



Bond No. GR43068

Exhibit G  
Page 7 of 7**Tulsa County Purchasing**  
**Statutory Defect Bond**  
61 O.S. 1991, Section 113 (B)(3)**KNOW ALL MEN BY THESE PRESENTS,**

That Interior Concepts, Inc., as Principal and Granite Re, Inc.  
a corporation organized under the laws of the State of Oklahoma and authorized to transact business  
in the State of Oklahoma, as Surety, are held and firmly bound unto the Board of County Commissioners of Tulsa County, Oklahoma,  
in the penal sum of  
Eight hundred eighty-six thousand, five hundred dollars and no/100----- Dollars (\$ 886,500.00)  
in lawful money of the United States of America, said sum being equal to One Hundred percent (100%) of the Contract price, for the  
payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees,  
successors, and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the Board of County Commissioners of Tulsa County,  
dated March 11, 2019, for Tulsa County Administration Building Renovations - Project No. HEADQ  
located at 218 W. 6th St., Tulsa, OK 74119 all in compliance with the plans and specifications therefore, made  
a part of said contract and on file in the Tulsa County Clerk's Office, 500 South Denver Avenue, Tulsa, Oklahoma 74103.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Board of County Commissioners of Tulsa County  
all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work,  
occurring within a period of one (1) year from and after the acceptance of said project by the Board of County Commissioners of  
Tulsa County; then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations  
from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of  
this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to  
be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its  
corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year set forth below.

DATED this 14th day of June, 20 19 **PRINCIPAL:** Interior Concepts, Inc.By: JEAN G. BUDD  
(Authorized Representative Printed Name)Jean G. Budd  
(Authorized Representative Signature)PRESIDENT  
(Authorized Representative Printed Title)ATTEST: Karen B. Nease**SURETY:** Granite Re, Inc.  
Jamie Burris  
(Attorney-in-Fact Signature)By: Jamie Burris  
(Attorney-in-Fact Printed Name)14001 Quailbrook Drive  
(Surety Address)Oklahoma City, OK 73134  
(City, State, Zip)918-743-8811  
(Telephone)jburris@rcins.com  
(Email)

(Surety Corporate Seal)



# GRANITE RE, INC.

## GENERAL POWER OF ATTORNEY

### Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ANN HOPKINS; VAUGHN GRAHAM, JR.; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY  
CAREY L. KENNEMER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


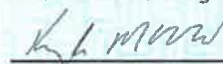
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ANN HOPKINS; VAUGHN GRAHAM, JR.; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY  
CAREY L. KENNEMER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 4<sup>th</sup> day of December, 2018.

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )



  
Kenneth D. Whittington, President  
  
Kyle P. McDonald, Treasurer

On this 4<sup>th</sup> day of December, 2018, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2021  
Commission #: 01013257



  
Notary Public


### GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
 day of , 2019



  
Kyle P. McDonald, Secretary/Treasurer



Board of County Commissioners

Tulsa County Administration Bldg.  
500 South Denver  
Tulsa, Oklahoma 74103-3832  
918.596.5000

STAN SALLEE  
DISTRICT 1  
918.596.5020

KAREN KEITH  
DISTRICT 2  
918.596.5015

RON PETERS  
DISTRICT 3  
918.596.5010

January 2, 2019

Dear Vendor:

The Oklahoma Sales Tax Code, 68 O.S. 1991 Section 1356, exempts from the payment of sales taxes all political subdivision of the State of Oklahoma.

Because each County in this State is a political subdivision of the State (Article 17, Section 1 of the Constitution of Oklahoma: Herndon v. Anderson, 1656 Okla. 104, 25P2d 326), Tulsa County is exempt from all sales tax.

Sincerely,

Karen Keith, Chairman  
Tulsa County Board of County Commissioners

KK:sl

Approved:

Douglas Wilson  
Chief of the Civil Division

Note: Tulsa County's Federal Identification Tax Number 73-6006419



# Oklahoma Tax Commission

[www.tax.ok.gov](http://www.tax.ok.gov)

Date Issued: March 21, 2014

Letter ID: L0891154944

Taxpayer ID: \*\*-\*\*\*6419



TULSA COUNTY  
500 S DENVER AVE STE 120  
TULSA OK 74103-3832

AMY

## Oklahoma Sales Tax Exemption Permit Oklahoma State Government

**Non-Transferable**

68 Oklahoma Statutes 2002 Supp., Section 1356(1): Sales of tangible personal property or services to the United States Government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state are hereby exempted from the tax levied by this article.

**Permit Number**

EXM-10028212-06

| Business Location  | Industry Code | City Code | Permit Effective  | Permit Expires |
|--|---------------|-----------|-------------------|----------------|
| TULSA COUNTY BOARD OF COUNTY COMMISSIONERS<br>5051 S 129TH EAST AVE<br>TULSA OK 74134-7004 | 921190        | 7281      | February 10, 2006 | NON-EXPIRING   |

Thomas Kemp Jr., Chairman  
Jerry Johnson, Vice-Chairman  
Dawn Cash, Secretary-Member



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TULSA COUNTY

PURCHASING  
DEPARTMENT

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MEMO

DATE: June 19, 2019

FROM: Matney M. Ellis  
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement – Overhead Door Company of Tulsa, Inc.

Bids for the Tulsa County “HQ” Administration Building Renovations were opened on February 25, 2019 and the recommendation to award Bid Package 08F (Overhead Doors) to Overhead Door Company of Tulsa, Inc. was approved by the Board of County Commissioners on March 11, 2019, CMF# 247245.

The Tulsa County Purchasing Department respectfully requests the Board of County Commissioners approve and execute the attached Trade Contractor Agreement between the Board of County Commissioners and Overhead Door Company of Tulsa, Inc. for the scope of work as defined in the agreement and referenced bid documents.

Respectfully submitted for your approval and execution.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.

## TRADE CONTRACTOR AGREEMENT

### 1. Effective Date, Parties and Notice

This Agreement is entered into this 11 day of March in the year 2019 by and between  
Tulsa County, referred to in this Agreement as the Owner, and the

TRADE CONTRACTOR      Overhead Door Co. of Tulsa  
5730 E Admiral Pl  
Tulsa, OK 74115  
  
Tax ID/EIN/SSN: 73-0769041  
  
ATTENTION: Frank Sanders

referred to in this Agreement as the Trade Contractor for services in connection with this

PROJECT NAME              Tulsa County Administration Building Renovations  
  
PROJECT NUMBER          HEADQ  
  
LOCATION                      218 W 6<sup>th</sup> St  
Tulsa, OK 74119

whose

CONSTRUCTION            FLINTCO, LLC  
MANAGER is                1624 W 21<sup>st</sup> St  
Tulsa, OK 74107

and whose

ARCHITECT is                GH2 Architects  
320 S Boston Ave  
Suite 100  
Tulsa, Ok 74103

**NOTICE TO THE PARTIES SHALL BE GIVEN AT THESE ADDRESSES**

## **2. Safety**

**2.1** The Trade Contractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Trade Work is its responsibility. The Trade Contractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Trade Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Trade Work by the Construction Manager (referred to herein as "CM").

**2.2** When so ordered, the Trade Contractor shall stop any part of the Trade Work which the CM deems unsafe until corrective measures satisfactory to the CM have been taken. The Trade Contractor agrees that it shall not have nor make any claim for damages arising from such stoppages. Should the Trade Contractor fail to take appropriate corrective measures in a timely manner, the CM may do so at the cost and expense of the Trade Contractor and may deduct the cost and expense thereof from any payments due or to become due to the Trade Contractor. Failure on the part of the CM to stop unsafe practices shall in no way relieve the Trade Contractor of its responsibility therefor.

**2.3** The Trade Contractor will follow the provisions of all applicable statutes and ordinances which require persons or firms doing excavation to do so only after giving notice to utility companies and obtaining information on the location of utilities (such as "one-call" systems).

## **3. Trade Contractor Representations**

**3.1** The Trade Contractor acknowledges receipt of all policies listed in Exhibit C. Subject to applicable law the Trade Contractor further agrees to be bound by these policies as part of this Agreement. The Trade Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Trade Contract Documents, has investigated the nature, locality and site of the Trade Work and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the CM, the Owner or any of their respective officers, agents or employees.

**3.2** The commencement of the Trade Work by the Trade Contractor on the site of the Project shall constitute the legal and binding acceptance by the Trade Contractor of this Agreement. For purposes of this paragraph the mobilization of equipment, delivery of materials or the performance of actual labor on the Project site, whichever occurs first, shall constitute a "commencement" of Trade Work by the Trade Contractor. The Owner reserves the right, however, to insist on a signed Agreement prior to the making of any payment to the Trade Contractor.

## **4. Bonds**

The Trade Contractor shall furnish a Performance Bond and a Separate Payment Bond satisfactory to the CM, in its sole determination, in the full amount of the Agreement Amount. Bonds shall be furnished by a surety acceptable to the CM, in the full amount of the Agreement Amount, and on the forms attached as Exhibit G. Trade Contractor must also furnish any applicable statutory bonds if required by the state in which the Project is located.

## **5. Trade Contractor Duties**

**5.1 Trade Work.** The Owner retains the Trade Contractor as an independent contractor, to provide all labor, materials, equipment and services necessary or incidental to complete that portion of the work on the Project as set forth in Exhibit A to this Agreement, consistent with the Project Schedule and in strict accordance with and reasonably inferable from the Trade Contract Documents. The Trade Contractor agrees to perform such part of the work (hereafter called "Trade Work") for the Project under the general direction of the CM and subject to the final approval of the CM, Architect/Engineer or other specified representative of the Owner.

**5.2 Trade Contract Documents.** The Trade Contract Documents include this Agreement, Agreement between the Owner and the CM ("CM Agreement"), including all addenda, modifications, revisions, plans, drawings, specifications, details, together with all general, technical, supplementary and special terms and conditions, any invitations for bids or information for bidders, if any, to the extent applicable, and all other documents listed in or referred to by the CM Agreement. The Owner and the Trade Contractor are mutually bound by the terms of this Agreement. To the extent the terms of the CM Agreement apply to the work of the Trade Contractor, then the CM on behalf of the Owner assumes toward the Trade Contractor all the obligations, rights, duties and redress that the Owner under the CM Agreement assumes toward the CM. In the identical way, the Trade Contractor assumes toward the CM all the same obligations, rights, duties and redress that the CM assumes toward the Owner and Architect/Engineer under the CM Agreement. This Agreement and the rest of the Trade Contract Documents are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement

irreconcilably conflicts with a provision of the Trade Contract Documents, the provision granting greater rights or remedies to the Owner or imposing the greater duty, standard or responsibility or obligation on the Trade Contractor shall govern.

**5.3 Design Delegation.** If the Trade Contract Documents (1) specifically require the Trade Contractor to provide design services and (2) specify all design and performance criteria, the Trade Contractor shall provide the design services necessary to satisfactorily complete the Trade Work. Design services provided by the Trade Contractor shall be procured from licensed, design professionals (the "Designer") retained by the Trade Contractor as permitted by the law of the place where the Project is located. The Designer's signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by the Designer. Shop Drawings and other submittals related to the Trade Work designed or certified by the Designer, if prepared by others, shall bear the Trade Contractor's and the Designer's written approvals when submitted to the CM. The Owner and the CM shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by the Designer.

**5.3.1** If the Designer is an independent professional, the design services shall be procured pursuant to a separate agreement between the Trade Contractor and the Designer. The Trade Contractor-Designer agreement shall not provide for any limitation of liability or exclusion from participation in the multiparty proceedings requirement of Paragraph 21.6. If applicable, the Designer(s) is (are)

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The Trade Contractor shall notify the CM in writing if it intends to change the Designer. The Trade Contractor warrants the design furnished by the Designer will be in conformance with the information given and the design concept expressed in the Trade Contract Documents. The Trade Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Trade Contract Documents furnished by the Owner, Architect/Engineer or CM

**5.3.2** The Trade Contractor shall not be required to provide design services in violation of any applicable law.

**5.4 Clean Up.** The Trade Contractor is responsible for its own "clean-up" and keeping the Trade Work areas "broom clean". If the CM determines the Trade Work area to be unsatisfactorily cleaned, the CM will so advise the Trade Contractor. If the Trade Contractor fails to commence cleaning procedures within twenty four (24) hours and continue to clean said area to the CM's satisfaction, the CM may without further notice execute and complete such clean up activities as the CM deems necessary and charge the cost to the Trade Contractor or deduct such cost from payments due to the Trade Contractor. The Trade Contractor is responsible to clean the mud and gravel off its vehicles (including vehicles operated by its lower tier contractors and suppliers) prior to leaving the site. Any mud or gravel that is tracked onto the surrounding roads shall be removed immediately. The CM has the right to clean up surrounding roads immediately upon the Trade Contractor's failure to do so, the cost of which shall be deducted from the Trade Contractor's next payment.

**5.5 Protection of Trade Work.** The Trade Contractor is responsible for protection of its material, equipment and installation until the final acceptance by the Owner and the Architect.

**5.6 Protection of the Project.** The Trade Contractor shall confine operations at the Project site to areas permitted by the CM and shall not unreasonably encumber the Project site with materials or equipment. The Trade Contractor is responsible for any damage caused to adjacent property or access roads by the Trade Contractor, its lower tier contractors or suppliers during the course of the Trade Work.

**5.7 Supervision.** All of the Trade Work is the sole and absolute responsibility of the Trade Contractor; shall be initiated, managed, performed and completed by qualified, competent, skilled and reputable supervisors, administrators, mechanics and laborers, all of which are satisfactory to the CM; shall be in full compliance with the Trade Contract Documents including this Agreement; and shall meet the approval and acceptance of the CM and the Owner or its authorized representative.

## **6. Schedule**

Time is of the essence. The Trade Contractor shall commence the Trade Work under this Agreement when notified by the CM and shall complete the Trade Work in a diligent manner in accordance with the Trade Contract Documents and the Schedule of Work as set forth in Exhibit E so that progress or completion of the Project will not be delayed and in such a manner that the CM, any other Trade Contractors, and any separate contractors of the Owner shall not be delayed or impeded in their work. The Trade Contractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Trade Work by providing information on the timing and sequence of operations so as to meet the CM's overall schedule requirements. The Trade Contractor shall continuously monitor the Project Schedule including any revisions thereto, and other work on the Project so as to execute the Trade Work in accordance with the requirements of the Project Schedule.

The Trade Contractor agrees to be responsible for, carry out, and perform all time guarantees upon work or materials referred to in the Trade Contract Documents relating to any labor performed or material furnished under this Agreement.

## **7. Payment**

**7.1** In consideration of faithful and timely performance by the Trade Contractor of all the covenants and the conditions aforesaid, the Owner agrees to pay the Trade Contractor, subject to other provisions hereof, including authorized additions and deletions, the sum of

**Fourteen Thousand, Nine Hundred and Ninety-Five and 00/100 DOLLARS**

**(\$14,995.00)**

(the "Agreement Amount") [which amount is Tax Exempt in accordance with attached Exhibit H]. Payment shall only be due for the portion of the Trade Work actually completed to the satisfaction of the CM, the Architect and the Owner. Trade Contractor shall submit a progress payment application to the Owner, with a copy to the CM and the Architect, for Trade Contractor Work properly performed during that month. Within thirty (30) days after Trade Contractor's complete, proper and timely payment application has been received by the Owner, the Owner shall make payment to Trade Contractor, less any applicable retainage or other set off. The Owner may withhold payment of part or all of Trade Contractor's payment application upon notice to Trade Contractor as allowed by law. Progress payment applications must be submitted by the Trade Contractor each month in an amount equal to **ninety percent (90%)** of the estimated value of the labor, materials and equipment incorporated in the construction and materials and equipment suitably stored at the Project site, less the aggregate of previous payments. The Trade Contractor's Affidavit and Waiver of Lien for prior payments must be properly executed by an authorized representative of the Trade Contractor and returned to the Owner and the CM prior to issuance of subsequent payments.

**7.2** Progress payment applications are to be submitted on AIA G702 with Schedule of Values AIA G703. With each progress payment application, the Trade Contractor shall furnish a tabulated breakdown of the portion of the Trade Work included in the payment request, listing items of the work in sufficient detail as determined by the Owner and the CM to easily facilitate payment requests to be checked by the CM as the work progresses.

**7.3** Each payment request or invoice must be received by the Owner by the last day of the month to be processed with other progress payment applications for that month. Invoices and payment requests received that are inaccurate or without substantiation, or after said day of the month will be held until corrected and substantiated, and then processed with the following month's payment application.

**7.4** The Trade Contractor shall submit its request for partial payment conforming to the standard CM billing form, with schedule of values attached thereto, representing a true and accurate estimate of the Trade Work completed, and materials stored during the immediately preceding month or such other immediately preceding period as directed by the CM. In addition, if allowed by the Trade Contract Documents, all invoices and insurance certificates shall be included for all stored materials in an off-site storage area applicable to the payment request.

**7.5** The Trade Contractor shall, additionally with each payment request, submit copies of payrolls to document the value of work in place and a Partial Release of Lien from all lower tier contractors and major material suppliers for which payment has previously been made to the Trade Contractor.

**7.6** If the Owner or the CM on behalf of the Owner, in their sole discretion, deem it necessary, the Trade Contractor agrees to receive each of its progress payments and final payment in the form of multiple checks issued jointly between the Trade Contractor's lower tier contractors and major material suppliers and the Trade Contractor. Lower tier contractors that are to receive part or all of their progress payments as joint checks shall additionally submit with their Payment Requests all invoices from each lower tier contractor and major supplier and the net payments to be issued to each.

**7.7** No partial payment, or certificate therefore, shall constitute acceptance or approval by the Owner, the CM or the Architect of the Trade Work or material for which the partial payment is made. No partial payment shall constitute a waiver by the Owner of any right to require fulfillment of all the terms of this Agreement. Neither the final payment nor any partial payment, nor any certificate for either, shall constitute acceptance by the Owner of defective work or improper materials or of any element of the Trade Contractor's performance determined to be at variance with this Agreement.

**7.8** The Owner shall have the right to set off any amounts the Trade Contractor owes to the Owner under this Agreement or by law against the remaining balance under this Agreement, or against any amounts due the Trade Contractor under any other agreements with the Owner.

**7.9 Final Payment.** Final payment by the Owner to the Trade Contractor shall not become due and payable to the Trade Contractor until the following express conditions precedent have been met: (1) The completion of the Trade Work required by this Agreement and acceptance of the Trade Work by the CM, the Owner and the Architect; (2) execution and delivery by the Trade Contractor, in a form satisfactory to the CM, of a general release running to and in favor of the CM and the Owner; and (3) complete and full satisfaction of all claims, demands, disputes and obligations of the Trade Contractor arising out of or related to this Agreement, including those between the Owner and the Trade Contractor and between the Trade Contractor and any third party. Should there be any such claim, lien or unsatisfied obligation, whether before or after final payment is made, the Trade Contractor shall deliver payment to the Owner an amount equal to whatever cost the Owner must pay to discharge or defend against any such claim, obligation, lien or action brought, or any judgment thereon and all costs, including legal fees and expenses and a 15% Administrative Fee, incurred in connection therewith.

## **8. Hazardous Materials**

The Trade Contractor shall at all times comply with all rules and regulations of any municipality, state or federal environmental protection, and toxic waste and hazardous substances laws, ordinances and regulations, and how they relate to the Trade Work, and shall be equally responsible for actions and inactions of Trade Contractors, lower tier contractors, and any other agents or independent contractors of the Trade Contractor. The Trade Contractor shall be deemed to, and shall, have included in the Agreement Amount the containment, removal, disposal or neutralization of all toxic wastes and hazardous substances created, generated or transported to or from the Project site in conjunction with the Trade Work. The Trade Contractor will be responsible for identifying toxic wastes and hazardous substances generated, released, caused by or resulting from the Trade Work and notifying the CM of its presence in writing as soon as it is identified. The terms "toxic wastes" and "hazardous substances" shall have the same meaning as defined under federal environmental laws and regulations. At all times the Trade Contractor shall defend, indemnify and hold harmless the Owner and the CM from any and all expenses, costs, damages, suits, fines, assessments, penalties and/or causes of action, including attorney's fees through all investigations, negotiations, hearings or appeals, relating to or arising out of the Trade Contractor's failure to strictly comply with the terms of this paragraph.

## **9. Compliance with Laws**

**9.1** The Trade Contractor agrees to be bound by, and at its own costs comply with, all federal, state and local laws, ordinances and regulations (the "Laws") applicable to the Trade Work, including but not limited to safety, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, sexual and racial harassment, and all other Laws with which the Owner or CM must comply.

**9.2** Where prescribed by Law pursuant to direct Federal contracts or Federally-financed or aided contracts, or otherwise required by Law, the Trade Contractor agrees the following clauses found in the Trade Contract Documents or in the Code of Federal Regulations (CFR) are incorporated in this Agreement and binding on Trade Contractor as if written herein word for word: the clauses entitled "Equal Opportunity Clause" (41 CFR Sections 60-1.4 & 60-4.3); "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans of the Vietnam Era" (41 CFR Section 60-250.4); "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers" (41 CFR Section 60-741.1); "Contract Work Hours and Safety Standards Act-Overtime Compensation"; "Apprentices and Trainees"; "Payrolls and Basic Records"; "Compliance with Copeland Act Requirements"; "Withholding"; "Subcontracts"; "Contract Termination-Department"; "Disputes Concerning Labor Standards"; "Compliance with Davis-Bacon and Related Act Requirements"; and "Certification of Eligibility" and such other clauses as the Federal Government has required by law or contract. Trade Contractor agrees to include all such clauses in any non-exempt, lower-tier contracts.

**9.3 Immigration Compliance.** The Trade Contractor represents and warrants that the Trade Contractor is in compliance with, and shall remain in compliance with, the provisions of the Immigration Reform and Control Act of 1986 (The "Act") and all other Federal, State, and/or local immigration statutes/ordinances, as applicable, including, but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status. The Trade Contractor agrees to indemnify the Owner and the CM and to hold the Owner and the CM harmless from all liability, including liability for interest and penalties, the Owner and/or the CM incurs with results from or is attributable to the Trade Contractor's failure to comply with any provisions of the Act, and or applicable Federal, State, and/or local immigration statute/ordinance, including reimbursing the Owner and the CM any monies expended by either of them in participating in or responding to any investigation/suit/civil or criminal immigration matter involving the Trade Contractor. As it relates to immigration compliance, the Trade Contractor shall be responsible for completing any and all required documentation in accordance with requirements put forth by the Owner, CM or applicable law.

**9.4** The Trade Contractor shall be liable to the CM and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Trade Contractor, its contractors at any tier, and its and their respective employees and agents resulting from the failure to comply with Laws, including, but not limited to, any fines, penalties

## **10. Insurance**

**10.1** The Trade Contractor agrees to procure, pay for and maintain in full force and effect during the course of the performance of the Agreement all insurance required by the laws of the state in which the Trade Work covered by this Agreement is being performed, and in such form and amounts as described in Exhibit B which is attached hereto and incorporated into this Agreement. The Trade Contractor shall not commence the Trade Work nor receive any payment hereunder until Certificate of such insurance is furnished to the CM.

**10.2** The CM shall have no duty to the Trade Contractor or to any of its insurers or their insurance agents to review any certificates or copies of insurance furnished to the CM or to determine whether the terms of each certificate or policy of insurance comply with the insurance-related provisions of the Agreement. A failure of the CM to detect that the Trade Contractor has not submitted certificates, or proper certificates, or is

otherwise not in compliance with the insurance-related provisions of the Agreement shall not be construed as a waiver or other impairment of any of the Owner's or CM's rights under such insurance-related provisions.

**10.3** If the Trade Contractor fails to procure and maintain such insurance, in addition to the option of declaring the Trade Contractor in default for breach of a material provision of this Agreement, the Owner or the CM shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides the Owner and the CM with equivalent protection, and the Trade Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance purchased by the Owner or the CM shall be charged against and deducted from any monies then due or to become due to the Trade Contractor or the CM shall notify the Trade Contractor of the cost thereof and the Trade Contractor shall promptly pay such cost.

**10.4** The Trade Contractor shall identify by certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Trade Contractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Trade Contractor shall obtain appropriate endorsements acceptable to the CM as a condition of this Agreement.

**10.5** The Trade Contractor shall at its own expense provide insurance coverage for materials stored off the site after written approval of the CM at the value established in the approval, and also for portions of the Trade Work in transit until such materials are permanently incorporated into the Project. The risk of loss for material and equipment provided by this Agreement, whether in a deliverable state or otherwise, shall remain with the Trade Contractor. Any damages to the material and equipment or loss of any kind occasioned in transit shall be borne by the Trade Contractor, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs.

## **11. Indemnity**

**11.1 General Indemnity.** To the fullest extent allowed by law, the Trade Contractor shall defend, indemnify and hold harmless the CM, the Owner's other Trade Contractors, the Architect/Engineer, the Owner and their agents, consultants, members and employees (the "Indemnitees") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, costs and expenses for bodily injury and property damage that may arise from the performance of the Trade Work to the extent of the negligent acts or omissions by, or the fault of, the Trade Contractor, the Trade Contractor's lower tier contractors or anyone employed directly or indirectly by any of them or by anyone for whose acts or omissions any of them may be liable. The Trade Contractor agrees to purchase and maintain contractual liability insurance covering its obligations in this article. These obligations shall not be interpreted to reduce or negate any other rights or obligations of indemnity otherwise existing with regard as to any party or person described in this Article.

**11.2 Patents.** The Trade Contractor hereby agrees to defend, indemnify and hold harmless the CM and the Owner from and against any and all liability, loss or damage and to reimburse the CM and the Owner for any costs, including legal fees and expenses, which the CM and the Owner may incur because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Trade Work, or materials, equipment or other items used by the Trade Contractor in its performance.

**11.3 No Limitations.** In furtherance to, but not in limitation of the indemnity provisions in this Agreement, the Trade Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

## **12. Termination for Convenience**

**12.1** It is understood that the basic assumption underlying the mutual obligations and responsibilities entered into by the parties to this Agreement is the continued performance with respect to the CM Agreement that exists between the CM and the Owner. If, for any reason, the CM Agreement is breached, rescinded or terminated, the Owner shall have the right to immediately terminate this Agreement. In no event shall the CM or the Owner be obligated to the Trade Contractor for any anticipatory profits or any damages incurred by the Trade Contractor as a result of the termination of this Agreement, unless approved and paid by the Owner. The Trade Contractor agrees that it shall have no claim or cause of action against the CM arising from or relating to Owner's termination of this Agreement or Owner's determination of any amount it agrees to pay Trade Contractor upon termination of this Agreement.

**12.2** The Owner shall have the right at any time by written notice to the Trade Contractor, to terminate this Agreement without cause and require the Trade Contractor to cease work. In the event of such a termination for convenience, the Trade Contractor shall be entitled to payment pursuant to the terms of the Agreement for the portion of the Trade Work actually completed as of the date of termination, provided that such amount may be reduced by all amounts for which the Trade Contractor is liable or responsible. However, the Trade Contractor shall only be entitled to profit on that portion of the work actually completed and approved for payment to the date of termination together with retainages withheld from prior payments. The Trade Contractor waives any claim for loss of anticipated profits or other damages against the Owner or the CM in the event the Owner exercises this clause.

### **13. Failure of Performance**

**13.1. Non-Conforming Trade Work.** The Trade Contractor shall provide sufficient, safe and proper facilities at all times for inspection by the Architect, the Owner or the CM of the Trade Work in the field, at shops or at any other place where materials required hereunder are in course of preparation, manufacture, treatment or storage. The Trade Contractor shall, within twenty four (24) hours after receiving written notice from the CM to that effect, proceed to remove from the site any materials condemned by the Architect, the Owner, or the CM, whether worked or unworked, and to take down all portions of the Trade Work which the Architect, the Owner or the CM has condemned in writing, as unsound or improper, or as in any way failing to conform to the drawings, specifications and addenda and shall take full financial responsibility for all damage caused by such removal. In the event that all or any portion of the Trade Work as condemned should be of such a nature, or the time available should be so limited, that in the judgment of the Architect, the Owner or the CM it would not be expedient to order the same replaced or corrected, the Owner, at its option, may deduct from the payments due or to become due to the Trade Contractor such amount or amounts as in the opinion of the Architect, the CM or the Owner shall represent the difference between the fair and reasonable value of the Trade Work so condemned and its value had it been executed in conformity with the Trade Contract Documents.

**13.2 Notice to Cure** If the Trade Contractor is unable, refuses or fails to supply enough properly-skilled workers, proper materials, correct non-conforming Trade Work, or maintain the Schedule of Work, or fails to make prompt payment to its workers, Trade Contractors or suppliers, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, the Trade Contractor shall be deemed in default of this Agreement. If the Trade Contractor fails within three (3) business days after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Owner without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

**13.2.1** to supply workers, materials, equipment and facilities as the Owner deems necessary for the completion of the Trade Work or any part which the Trade Contractor has failed to complete or perform after written notification, and charge the cost, including reasonable overhead, profit, attorneys' fees, costs and expenses to the Trade Contractor;

**13.2.2** to contract with one or more additional contractors to perform such part of the Trade Work as the CM determines will provide the most expeditious completion of the Trade Work, and charge the cost to the Trade Contractor;

**13.2.3** withhold any payments due or to become due the Trade Contractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the Owner and the CM.

**13.2.4** terminate the Trade Contractor for default by delivering written notice of such termination to the Trade Contractor.

**13.2.5** to charge to the Trade Contractor an Administrative Fee of 15% of all costs incurred by the Owner or the CM in exercising any of the above remedies.

In the event of an emergency affecting the safety of persons or property, the CM on behalf of the Owner may proceed as above without notice, but the Owner shall give the Trade Contractor notice promptly after the fact as a precondition of cost recovery.

**13.3 Termination for Default.** If the Trade Contractor has been terminated for default, the Owner may take possession of the plant and Trade Work, materials, tools, appliances and equipment of the Trade Contractor at the Project site, and through itself or others provide labor, equipment and materials to prosecute Trade Work on such terms and conditions as shall be deemed by the Owner as necessary, and shall deduct the cost, including without restriction all claims, charges, expenses, losses, costs, damages, and attorneys' fees, incurred as a result of the Trade Contractor's failure to perform, from any money then due or thereafter to become due to the Trade Contractor under this Agreement.

**13.3.1** If the Owner so terminates the employment of the Trade Contractor, the Trade Contractor shall not be entitled to any further payments under this Agreement and no sum shall be deemed due or to become due to the Trade Contractor until Trade Work has been completed and accepted by the Owner, all Agreement requirements have been fulfilled, and payment has been received by the CM from the Owner. In the event the unpaid Agreement Amount earned by Trade Contractor exceeds the cost of completion and any and all incidental costs, including administrative, legal and other professional fees, the difference shall be paid to the Trade Contractor, but if such expenses exceed the unpaid earned Agreement Amount, the Trade Contractor agrees to pay the difference to the Owner within thirty (30) days following receipt of written notice.

**13.3.2** If it is determined or agreed that the Owner wrongfully exercised any option under this Article, the Owner shall be liable to the Trade Contractor solely for the reasonable value of Trade Work performed by the Trade Contractor prior to such action, including reasonable overhead and profit on the Trade Work performed, less prior payments made. Under no circumstances shall the Trade Contractor be entitled to recovery of claimed lost future profits.



## **14. Delays**

**14.1** Should the progress of the Trade Work be delayed, obstructed or interfered with through any fault, action or failure to act by the Trade Contractor or any of its officers, agents, employees, Trade Contractors or suppliers so as to cause any additional cost, expense, liability or damage to the CM or the Owner, including legal fees or expenses incurred in defending claims arising from such delay or seeking reimbursement and indemnity from the Trade Contractor and its surety hereunder, the Trade Contractor and its surety agree to compensate and indemnify the CM and the Owner against all such costs, expenses, damages and liabilities.

**14.2** In addition, the Trade Contractor, at the CM's direction and at the Trade Contractor's own cost and expense, shall work such overtime as may be necessary to make up for all time lost in the completion of the Trade Work and in the completion of the Project due to such delay. If the Trade Contractor fails to make up for the time lost by reason of such delay, the CM has the right to use other Trade Contractors or suppliers and to take whatever other action the CM deems necessary to avoid delay in the completion of the Trade Work and the Project, the cost of which shall be borne by the Trade Contractor. In the event Trade Contractor delays timely performance of the Trade Work or to the completion of the Project, either by its acts or omissions, and such delays result in the CM being charged by the Owner with actual or liquidated damages, then the Trade Contractor shall reimburse the CM the full amount of all such damages and charges resulting from the delays caused by the Trade Contractor. The CM may offset any such damages against the remaining balance due to the Trade Contractor on the Agreement Amount, if any.

**14.3** If the commencement and/or progress of the Trade Work is delayed without the fault or responsibility of the Trade Contractor, the time for the Trade Work shall be extended by Change Order to the extent obtained by the CM from the Owner pursuant to the CM Agreement, and the Schedule of Work shall be revised accordingly.

## **15. Changes**

**15.1 Trade Work Changes.** The Owner and the Trade Contractor agree the Owner may make changes to the Trade Work, including but not limited to; additions, deletions or revisions. Any changes made to the Trade Work involved, or any other parts of this Agreement, shall be by a written Change Order. To the extent that any such change impacts Trade Contractor's cost of or time for performance, the Agreement Amount and Agreement Schedule shall be equitably adjusted to compensate for such impact. Changes shall be initiated by one of the three methods outlined below, or as provided in the CM Agreement and shall be incorporated into the Agreement by a Change Order.

**15.1.1. Request for Change Proposal.** A Request for Change Proposal ("RFCP") is a written request that informs Trade Contractor about a potential change in the Trade Work and requests a proposal for the potential change. Trade Contractor shall promptly reply with such request. Trade Contractor shall not implement the change or incur any costs until a Change Order is fully executed.

**15.1.2. Construction Change Directive.** A Construction Change Directive ("CCD") is a written directive that instructs Trade Contractor to take some immediate action in connection with the Trade Work. CCDs are issued when there is not time to issue a RFCP or Change Order. Trade Contractor shall immediately proceed so as not to delay the progress of the Work and in accordance with the terms of the CCD. Any impact of a CCD on the Contract Price or Schedule shall be adjusted by a Change Order.

**15.1.3. Change Order Requests.** Within seven (7) calendar days after the occurrence of any event or observance of any condition that Trade Contractor believes entitles Trade Contractor to an adjustment in Agreement Amount and/or Agreement Schedule, Trade Contractor shall prepare and submit a Change Order Request ("COR") to CM. The COR shall include a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the proposed change to the Agreement Amount and/or Agreement Schedule.

**15.2 Change Orders.** A Change Order ("CO") is a written instrument prepared by the CM or Owner and signed by the Trade Contractor stating their agreement with the change in the Trade Work and any adjustment to the Agreement Amount and/or Agreement Work Schedule. All changes and/or additions in the Trade Work ordered in writing by the Owner or CM shall be deemed a part of the Trade Work and shall be performed and furnished in strict accordance with all terms and conditions of this Agreement and the Trade Contract Documents, including the current Schedule of Work.

Change Orders will be used to implement approved Requests for Change Proposals, Construction Change Directives and Change Order Requests. Upon receipt of a properly documented COR or CCD, the parties shall negotiate in good faith to determine if the Trade Contractor is entitled to a Change Order and, if so, the appropriate equitable adjustment. Any adjustment to the Agreement Amount shall be established by one of the following methods:

- a. mutual acceptance of an itemized lump sum, or
- b. unit prices as indicated in the Trade Contract Documents or as subsequently agreed to by the parties; or
- c. costs determined in a manner acceptable to the parties and a mutually acceptable fixed or percentage fee; or
- d. another method provided in the Trade Contract Documents.

If the Parties are unable to agree on the dispositions of a COR or CCD, CM or Owner will either (i) issue a Notice denying Trade Contractor's request or (ii) issue a unilateral Change Order setting forth the final determination regarding the adjustments. Any cost and schedule adjustments shall be a full accord and satisfaction for all cumulative impacts of the underlying change.

**15.3** The Trade Contractor shall not be entitled to receive additional compensation for extra work or materials or changes of any kind except to the extent the same was ordered by the CM. The Trade Contractor shall be responsible for any costs incurred by the Owner or the CM for changes of any kind made by the Trade Contractor that increase the cost of the Work for either the Owner, the CM or other Trade Contractors when the Trade Contractor proceeds with such changes without a Change Order or Construction Change Directive.

**15.4 Determination by Owner, CM or Architect/Engineer.** Notwithstanding any other provision, if the Trade Work for which the Trade Contractor claims additional compensation is determined by the Owner, the CM or Architect/Engineer not to entitle the Trade Contractor to a Change Order, additional compensation or a time extension, the Owner and the CM shall not be liable to the Trade Contractor for any additional compensation or time extension for such Trade Work, unless the Owner agrees in writing to pay such additional compensation or to grant such extension.

## **16. Claims**

**16.1** A Claim is a written demand by Trade Contractor seeking an adjustment in the Agreement Amount and/or Agreement Schedule or some other relief under the terms of the Agreement for events other than a RFCP that has been denied in writing. Trade Contractor shall provide Notice to the Owner and the CM of any potential Claim within seven (7) calendar days after the event giving rise to the Claim. Within fifteen (15) calendar days thereafter, Trade Contractor shall submit a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the alleged change to the Agreement Amount and/or Agreement Schedule. Claims not timely made, in writing, by the Trade Contractor shall be deemed to have been abandoned and waived. The acceptance and consideration of any claim out of time by the Owner shall not create any precedent nor "course of dealing" between the Owner and the Trade Contractor, nor shall it waive the Owner's right to insist on strict adherence by the Trade Contractor to the contract claims procedures. If Owner denies Trade Contractor's Claim, Trade Contractor may pursue the matter under Article 21 Dispute Resolution.

**16.2** The Trade Contractor shall not delay or suspend the Trade Work because of the pendency of or the denial by the Owner of any such claim or because of the continuance of the condition out of which the claim arose, but shall proceed diligently in performing the Trade Work while the claim is being resolved by agreement or being fully adjudicated.

**16.3** In the event the Trade Contractor asserts that it should receive additional compensation because of an act or omission on the Owner's part, or someone for whom the Owner is responsible, the Trade Contractor shall promptly submit the claim to the Owner and the CM in writing within the time required in Section 16.1. Failure of the Trade Contractor to submit such claims in a timely and proper manner shall result in a waiver of such claim.

**16.4** The Trade Contractor shall fully cooperate with the CM in the submission of such claims described in Section 16.3, shall prepare all supporting data and do everything else necessary to properly present the claims, including payment of legal fees incurred by the CM to prepare, submit and negotiate or otherwise resolve such claim. Should the Owner allow and pay additional compensation to the CM on account of such claim asserted by the Trade Contractor, the CM will pay the same to the Trade Contractor.

**16.5** It shall be an express condition precedent to any obligation on the part of the CM to make payment of any cost, reimbursement, compensation or damages to the Trade Contractor hereunder that the CM shall first be determined to be entitled to such compensation on behalf of the Trade Contractor and then receive such payment from Owner, and Trade Contractor expressly acknowledges that the CM is not obligated or required to pursue the Trade Contractor's claim against the Owner if the CM, in its sole discretion, after review of the Trade Contractor's claim, has deemed the claim to lack merit in whole or in part.

**16.6** If at any time a controversy should arise between the CM and the Trade Contractor with respect to any matter in this Agreement which the CM determines is not a claim, dispute or controversy which should involve or be asserted against the Owner, the decision of the CM relating to the subject of the controversy shall be followed by the Trade Contractor.

## **17. Taxes**

The Agreement Amount includes all sales, excise, transportation, unemployment compensation, social security, and any other taxes presently existing or subsequently imposed and levied and the Trade Contractor agrees to pay all of the above and to conform to all applicable municipal, state and federal laws in connection with such taxes. The Trade Contractor further agrees to withhold taxes from the wages and salaries of all employees of the Trade Contractor and pay the same in accordance with the federal and state laws and regulations pertaining thereto. The Agreement Amount includes federal, state and municipal taxes now levied or in force or hereafter imposed on any and all tangible personal property sold or transferred to the Owner under this Agreement and the Trade Contractor agrees to pay such tax or taxes on such property, the cost of which is included in the Agreement Amount.

## **18. Liens**

**18.1** The Trade Contractor shall promptly pay when due all its project creditors, together with the project creditors of all those below it in the contractual chain.

**18.2** If the Project involves private work, the Trade Contractor shall keep the property and improvements free and clear of all mechanic, materialmen and similar lien claims or statements. In the event any such lien is filed, asserted or claimed, the Trade Contractor shall immediately secure its release either by paying the lien claimant, by filing a lien release bond, or by any other means permitted by law. If not so released, the Owner may retain an amount equal to 150% of the lien or claim and may pay the claimant and offset that amount, plus any legal fees from the amount so retained. If the Project involves public work, the Trade Contractor shall promptly pay and secure releases from all of its project creditors, including all those below it in the contractual chain, who are entitled to assert claims against the Owner, the CM or its surety.

**18.3** If any claim or lien is made or filed with or against the CM, the Owner, the Project, 218 W 6<sup>th</sup> St, Tulsa, Ok 74119 or the Project funds by any person claiming that the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier, has failed to make payment for any labor, services, materials, equipment, taxes or other obligations furnished or incurred in connection with the Trade Work, or if the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier causes damage to the Trade Work or any other work on the project, or if the Trade Contractor fails to perform or is otherwise in default of any term or provision of this Agreement, the Owner shall have the right to retain from any payment then due or thereafter due an amount which the Owner deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien, (2) make good any such nonpayment, failure, damage or default, and (3) defend, indemnify and hold harmless the CM and the Owner against any and all losses, damages and costs, including legal fees and expenses, incurred by either or both of them. The Owner shall require proof that any such nonpayment, claim or lien is fully satisfied, dismissed and discharged before any remaining retained funds will be released. The Owner shall, in addition, have the right to apply and charge against the Trade Contractor so much of the amount retained as may be required for the foregoing purposes and the Trade Contractor shall pay and reimburse the CM and the Owner all such losses, damages, and costs incurred by them which exceed the retained funds.

## **19. Assignment**

To the fullest extent permitted by law, the Trade Contractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of the Owner in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event the Trade Contractor assigns, sells, encumbers or otherwise transfers its right to any funds due or to become due under this Agreement as security for any loan, financing or other indebtedness ("Assignment"), notification to the Owner and the CM of such Assignment must be sent by certified mail, return receipt requested, to the Owner and the CM and the Assignment shall not be effective as against the Owner until the Owner provides its written consent to such Assignment. The Trade Contractor agrees that any such Assignment shall not relieve the Trade Contractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the Trade Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the Owner or the CM and such assignee or transferee.

## **20. Guarantee/Warranty**

For a period of one year from the date of the Owner's final acceptance of the Trade Work, the Trade Contractor guarantees and warrants that the Trade Work complies with the Trade Contract Documents requirements and is free from defects in material and workmanship. This guarantee/warranty shall include, but is not limited to, the cost of all labor, material and related items necessary to correct any such defect, plus the cost of repairing any damage to other items which may have been caused by the defective material or workmanship. If the Trade Contractor fails to begin warranty work within forty-eight (48) hours of being notified that such work is necessary, the Owner may, at its option, perform the necessary remedial work or secure its performance by others and charge the Trade Contractor with the cost thereof, plus a 15% Administrative Fee. Nothing in this paragraph shall shorten the statute of limitations on any action by the Owner for breach of contract, negligence or other cause of action against the Trade Contractor.

## **21. Dispute Resolution**

**21.1 Scope of Disputes Provisions.** All Claims, disputes or other matters in question between the parties to this Agreement which arise out of or relate to this Agreement (or the breach thereof), whether in contract or tort, (hereinafter "Dispute") shall be subject to the dispute resolutions set forth below.

**21.2 Initial Dispute Resolution/Mediation.** A Dispute which either party desires to pursue shall be set forth in a detailed written statement of claim submitted to the other party providing the specific basis upon which monetary or other relief is claimed to be due, the specific contractual provision(s) supporting the claim and an itemization of the amount claimed to be due. Following submission of the detailed statement of claim, Owner and Trade Contractor shall endeavor to settle the Dispute first through face to face direct discussions between corporate officers of the Owner and Trade Contractor which discussions shall be held at the Owner's office location involved with the Project within thirty (30) calendar days of a request by either party. If the Dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent and before recourse to any other form of binding dispute resolution. The location of the mediation shall be the same city as the location of the Project, unless the parties agree on another location. Upon written notice requesting mediation provided to the other party and the American Arbitration Association, the parties agree to proceed with the mediation as scheduled by the mediator. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be personally delivered to the other party and the mediator.

**21.3 Binding Dispute Resolution.** In the event Owner and Trade Contractor cannot resolve the Dispute through direct discussions or mediation as contemplated above, then the Dispute shall, at the sole discretion of Owner, be decided either by submission to (a) arbitration administered by the American Arbitration Association or other arbitration tribunal mutually agreed upon by the parties; or (b) litigation subject to the exclusive jurisdiction and venue of the location of the Project.

### **21.4 Arbitration Election**

**21.4.1** In the event Owner exercises its exclusive right to resolve the Dispute in arbitration, such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or the applicable rules of such other arbitration tribunal as the parties may mutually determine in effect at the time the arbitration is commenced as modified by the terms hereof. Any arbitration hereunder shall be held at the location of the Project.

**21.4.2** Should Owner exercise its exclusive right to resolve the Dispute by arbitration, then within fourteen (14) days after Owner gives Trade Contractor notice of Owner's election of arbitration, the parties shall use good faith efforts to select a single arbitrator mutually acceptable to both parties. If the parties are unable to select an arbitrator, then the parties will select the arbitrator(s) from a panel of experienced construction arbitrators on the American Arbitration Association's large complex case panel or a comparable panel of experienced construction arbitrators maintained by such other arbitration tribunal mutually selected by the parties then in effect. In the event the amount in Dispute exceeds \$1,000,000.00, Owner and Trade Contractor agree the arbitration shall be heard by a panel of three (3) arbitrators; otherwise, the Dispute shall be heard by a single arbitrator.

**21.4.3** The parties will enter into an Electronically Stored Information Agreement outlining the scope and volume for ESI discovery, which shall take into account the amount and complexity of the Dispute.

**21.4.4** The arbitration award shall be final and binding upon the parties, shall include attorneys' fees and costs to the prevailing party or parties, and may be entered as a judgment in any court having proper jurisdiction. In any arbitration the Arbitrator(s) shall have no power to render an award which has the effect of altering or amending or changing in any way any provisions of this Agreement.

**21.4.5** The parties stipulate and agree that the performance of this Agreement is a transaction involving interstate commerce. Notwithstanding other provisions in the Agreement, or choice of law provisions to the contrary, this agreement to arbitrate shall be enforced pursuant to, and governed by, the Federal Arbitration Act, 9 U. S. C. §1 et seq., which shall not be superseded or supplemented by any other arbitration act, statute or regulation.

**21.4.6** At the sole discretion of Owner, any arbitration with Trade Contractor shall be consolidated with any other arbitration proceeding relating to the work under the CM Agreement.

**21.5 Litigation Election.** In the event Owner elects not to exercise its exclusive right to resolve the Dispute by arbitration, or in the event the Dispute between Owner and Trade Contractor, or any portion thereof, is found to be non-arbitrable, then the parties hereby agree that the Dispute or a portion thereof (as the case may be) shall be subject to exclusive jurisdiction and venue at the location of the Project. In any such Dispute or portion thereof which is resolved by litigation, Trade Contractor expressly waives any right to trial by jury.

**21.6 Multiparty Proceeding.** To the extent permitted by Trade Contract Documents, all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent Disputes between the Owner and the Trade Contractor involve in whole or in part disputes between the CM and the Owner, Disputes between the Trade Contractor and the Owner shall be decided by the same tribunal and in the same forum as disputes between the CM and the Owner.

**21.7 Stay of Proceedings.** (a) In the event the provisions for resolution of disputes between the CM and the Owner contained in the Trade Contract Documents do not permit consolidation or joinder with disputes of third parties, such as the Trade Contractor, resolution of any Dispute between Owner and Trade Contractor involving in whole or in part disputes between CM and Owner shall be stayed pending conclusion of any dispute resolution proceeding between CM and Owner. (b) In the event that any action is filed prior to exhaustion of remedies under the Agreement; such action shall be stayed pending conclusion of any dispute resolution proceedings.

**21.8 Work Continuation and Payment.** Unless otherwise agreed in writing, Trade Contractor shall continue the Trade Work and maintain the Schedule of Work during any dispute resolution proceedings. As Trade Contractor continues to perform, Owner shall continue to make payments in accordance with this Agreement.

**21.9 Cost of Dispute Resolution; Attorneys' Fees.** The cost of any mediation proceeding shall be shared equally by the parties participating.

**21.9.1** The prevailing party in any Dispute arising out of or relating to this Agreement or its breach that is resolved by a dispute resolution procedure designated in the Trade Contract Documents shall be entitled to recover from the other party any remedies available under Oklahoma law after direct discussions and mediation.

**21.9.2** In the event the Trade Contractor is awarded an amount equal to or less than the last written offer of settlement from Owner, prior to the commencement of binding dispute resolution, Owner shall be deemed prevailing party and be entitled to recover those reasonable attorneys' fees, costs and expenses (including expert fees and expenses) incurred by the Owner.

## **22. Miscellaneous**

**22.1** No one, other than the parties hereto, their successors, trustees and assigns, shall be entitled to bring action on this Agreement or the Performance Bond provided by the Trade Contractor, it being the express intent of the parties that this Agreement shall not be for the benefit of any third party.

**22.2** Any term or provision of this Agreement which is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**22.3** This Agreement, together with the documents referred to or incorporated herein by reference, constitute the complete agreement between the parties. No agent or employee of either party possesses the authority to make, and the parties shall not be bound by nor liable for, any statement, representation, promise or agreement not set forth herein. Any article, section, paragraph or other headings contained in this Agreement are for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

**22.4** The terms and provisions shall extend to and be binding upon the successors, trustees and assigns of the parties hereto, and shall be governed and controlled, except as expressly provided herein or as required by the Trade Contract Documents, by the laws of the State of the Oklahoma.

**22.5** The Trade Contractor agrees to comply with the provisions and any applicable local, state or federal ordinance, regulation, status, or other mandate regarding affirmative action and/or minority/women's business enterprise participation.

**22.6** This Agreement has not been altered in any manner from its original form as sent to the Trade Contractor except for required signatures and dates, or as clearly marked and initialed by this Trade Contractor. Any changes to this Agreement not initialed by the Owner will not be binding.

23. Schedule of Exhibits to the Agreement

The following Exhibits are attached to and are a part of this Agreement.

- Exhibit A: The Trade Contractor's Scope of Work, including alternative or unit prices
- Exhibit B: Insurance Requirements
- Exhibit C: Flintco Policies/Procedures Acknowledgement of Obtaining Form
- Exhibit D: List of Drawings, Specifications and Addenda
- Exhibit E: Schedule of Work
- Exhibit F: Certification of Non-Segregated Facilities
- Exhibit G: Payment and Performance Bond Forms
- Exhibit H: Tax Exemption Certificate

This Agreement is entered into as of the date entered in Article 1.

ATTEST:

Beverly Malloy

**BEVERLY MALLOY  
NOTARY PUBLIC  
STATE OF OKLAHOMA  
COMMISSION # 99009914**

Designate type of organization: ☒ Corporation ( ) Partnership ( ) Sole Proprietorship ( ) LLC ( ) Other

Organized in the State of OKLAHOMA

With its principal place of business at TULSA, OKLAHOMA

Overhead Door Co of Tulsa

BY:

Frank D Sanders Jr.

PRINT NAME:

FRANK D SANDERS JR.

PRINT TITLE:

PRESIDENT

Tulsa County

ATTEST:

BY:

PRINT NAME:

PRINT TITLE:

County Clerk

ATTEST:

BY:

PRINT NAME: Michael Willis

Approved as to form:

ATTEST:

6-19-19

BY:

Nolan M. Fields

PRINT NAME:

Nolan Fields

PRINT TITLE:

Assistant District Attorney

## TRADE CONTRACTOR - SCOPE OF WORK

Exhibit A  
Page 1 of 1

### **BID PACKAGE 8F: OVERHEAD and COILING COUNTER DOORS - COMPLETE**

#### **Specification**

| <b>Section</b>    | <b>Description</b>  |
|-------------------|---|
| <b>DIVISION 0</b> | <b>Procurement and Contracting Requirements</b>   |
| <b>DIVISION 1</b> | <b>General Requirements</b>   |
| <b>061000</b>     | <b>Rough Carpentry, pertinent portions thereof applicable to the work of this bid package</b> |
| <b>079005</b>     | <b>Joint Sealers, pertinent portions thereof applicable to the work of this bid package</b>   |
| <b>083313</b>     | <b>Coiling Counter Doors, complete</b>  |
| <b>083613</b>     | <b>Sectional Doors, complete</b>  |

(In addition to the Specification Sections listed, Bidders will include work from referenced specifications and other work normally associated with this trade whether referenced or not.)

#### **Definition of Terms**

Contractor = Bidder

Construction Manager = Flintco, LLC

Owner = Tulsa County

Architect = GH2 Architects

The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

- 1.) Furnish and install all overhead doors and coiling counter doors as indicated on the Contract Documents.
- 2.) Install all hardware, fasteners, anchors, bracing, attachments and accessories required for a complete installation.
- 3.) Furnish and install aluminum closures as indicated in the Contract Documents.
- 4.) Furnish and install stainless steel trim and molding if indicated in the Contract Documents.
- 5.) Coordinate installation with Electrical and Fire Alarm Contractors.
- 6.) Colors and finishes shall be as required in the contract documents or as selected by Architect.
- 7.) Coordinate required wall opening sizes through field measurements and with Construction Manager to ensure proper fit.
- 8.) Test and adjust doors upon completion of installation in accordance with the contract documents.
- 9.) This Contractor shall be responsible for unloading doors upon delivery. All delivery and installation dates are to be coordinated with Construction Manager.
- 10.) All materials to be adequately protected and clearly individually marked for each opening by the supplier.
- 11.) Supplier shall handle, ship, and store materials in accordance with the Contract Documents. Upon receipt, all material having defects will be rejected, shall not be used, and shall be replaced immediately by this supplier at no additional cost.
- 12.) Coordinate sequence and shipping with the Construction Manager.
- 13.) Quantities of doors shall be delivered to the jobsite in a sequence that coincides with the schedule phasing.

***The Liquidated Damages for this package are \$0 per day.***

## TRADE CONTRACTOR INSURANCE REQUIREMENTS

The contractor (and any Sub-contractors) shall carry and keep in force during this Contract, policies of insurance in minimum amounts as set forth below, or as required by the laws of the State of Oklahoma:

1. General Liability Insurance providing for a combined amount of not less than \$200,000 for all damages arising out of bodily injury, death and property damage for each occurrence with an aggregate limit of \$300,000, and an excess umbrella liability coverage of \$2,000,000;
2. Workers Compensation Insurance and Employee Liability Insurance as required by Workers Compensation laws of the State of Oklahoma;
3. Comprehensive Automobile Insurance; and
4. Errors and Omissions Coverage (only applicable to Architect or Engineering Services).

**Note: Builders Risk Insurance will be the responsibility of the Construction Manager and therefore should not be included.**

**IMPORTANT:**

The Contractor shall name the Board of County Commissioners of Tulsa County, Oklahoma as an additional insured;

The Contractor shall furnish Certificates of Insurance which shall provide that said insurance will not be cancelled by the Insurer without Insurer providing thirty (30) days written notice to the Board of County Commissioners of Tulsa County;

The Insurance specified shall be acquired from an Insurance Company properly licensed by the State of Oklahoma to provide such coverage in the State of Oklahoma.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |                                    |
|--|--|------------------------------------|
| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Management Services, Inc.<br>1300 S Main<br>Tulsa OK 74119 | <b>CONTACT NAME:</b> Carol Gilmore, CIC                      |                                    |
|  | <b>PHONE (A/C, No, Ext):</b> 918-884-2900                    | <b>FAX (A/C, No):</b> 918-884-2999 |
|  | <b>E-MAIL ADDRESS:</b> carol_gilmore@ajg.com                 |                                    |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>                         | <b>NAIC #</b>                      |
|  | INSURER A : Firemen's Insurance Company of Washington, D. C. |                                    |
|  | INSURER B : Continental Western Insurance Company            | 10804                              |
|  | INSURER C : CompSource Oklahoma                              | 36188                              |
|  | INSURER D : James River Insurance Company                    | 12203                              |
|  | INSURER E :  |                                    |
|  | INSURER F :  |                                    |

**INSURED** OVERDOO-04  
Overhead Door Company of Tulsa  
P O Box 580997  
Tulsa OK 74158

**COVERAGES****CERTIFICATE NUMBER:** 1371406843**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |            |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | CPA469742513  | 9/1/2018                | 9/1/2019                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |            |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                    | Y         | Y        | CPA469742513  | 9/1/2018                | 9/1/2019                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |            |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0  |           |          | CUA469742613  | 9/1/2018                | 9/1/2019                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$   |            |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | 02806297181   | 9/1/2018                | 9/1/2019                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |            |
| D        | Professional Liability  |           |          | 000682533     | 9/1/2018                | 9/1/2019                | 1,000,000  | Ded 10,000 |
| A        | Leased/Rented Equip   |           |          | CPA469742513  | 9/1/2018                | 9/1/2019                | 100,000 any one item<br>100,000 occurrence   |            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability policy includes Blanket Additional Insured Endorsement #CG2038 (04/13) and #CLCG0443 (09/16), Blanket Additional Insured with Products Completed Operations Endorsement #CLCG2039 (09/16), Blanket Waiver of Subrogation Endorsement #CLCG0443 (09/16) & Primary Non-Contributory Endorsement #CLCG0114 (09/16), as required by written contract. 30 day notice of cancellation #CLIL0012(11-10). Auto Liability policy includes Blanket Additional Insured Endorsement #CLCA2014 (10/13), Blanket Waiver of Subrogation Endorsement #CLCA2014 (10/13), as required by written contract. Umbrella policy contains Products & Completed Ops Follow Form Endorsement #CLCU2417 (01/07) and Blanket Waiver of Subrogation form CLCU2427 (09/16) Umbrella follows form over the General Liability, Auto Liability and Employers Liability. Workers Comp includes a Blanket Waiver of Subrogation #WC000313 (4-84) as required by written contract. This certificate represents coverage currently in effect.

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Flintco LLC  
1624 W 21st  
Tulsa OK 74107

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

|  |           |   |
|--|-----------|---|
| AGENCY<br>Arthur J. Gallagher Risk Management Services, Inc. |           | NAMED INSURED<br>Overhead Door Company of Tulsa<br>P O Box 580997<br>Tulsa OK 74158 |
| POLICY NUMBER  |           |   |
| CARRIER  | NAIC CODE | EFFECTIVE DATE:   |

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

RE: Job Name: Tulsa County Administration Building Renovations - 18 W 6th St, Tulsa, OK 74119

Certificate Holder, Board of County Commissioners of Tulsa County, Oklahoma, Architect, Architect's Consultants and Owner are additional insured. Waiver of subrogation applies to all insurance policies in favor of certificate holder.

## FLINTCO POLICIES/PROCEDURES ACKNOWLEDGEMENT OF OBTAINING FORM

The following Policies and Procedures are part of the Agreement by reference. (Obtain documents at [www.flintco.com](http://www.flintco.com), Select Subcontractors tab and then click on Forms.)

- **Substance Free Workplace:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding Substance Free Workplace and have read and understand my obligations under this policy.
- **Firearm, Weapons-Free Workplace Policy:** I acknowledge that I have obtained a copy the Flintco, LLC policy statement regarding Firearm, Weapons-Free Workplace and have read and understand my obligations under this policy.
- **Smoke-Free Workplace:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a Smoke-Free Workplace and have read and understand my obligations under this policy.
- **Safety Manual:** I acknowledge that I have obtained a copy of the Flintco, LLC Safety Manual and have read and understand my obligations regarding Job Site safety.
- **Certification of Nonsegregated Facilities:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a Nonsegregated Facility and have read and understand my obligations under this policy.

Trade Contractor acknowledges obtaining a copy of and agrees to comply with CM policies and procedures related to Trade Contractor performance on the jobsite.

Overhead Door Co of Tulsa  
Trade Contractor Name

  
Signature of Trade Contractor Representative

JUNE 7, 2019  
Date

Return this signed form with your executed Trade.

## **DRAWINGS, SPECIFICATIONS & ADDENDA**

**Specifications:** Tulsa County Administration Building  
20180005  
Project Manual  
Volume 1 & 2  
12/20/2018

**Addenda:** Addendum #1 Dated 01/09/2019  
Addendum #2 Dated 01/17/2019  
Addendum #3 Dated 01/23/2019  
Addendum #4 Dated 02/06/2019

CM Clarification #1 Dated 01/14/2019  
CM Clarification #3 Dated 01/28/2019  
CM Clarification #4 Dated 02/11/2019

**Drawings:** As listed in Sheet Index on Sheet CS1 Cover Sheet  
Tulsa County Administration Building  
GH2 Architects  
Project #20180005  
12/20/2018 Construction Documents

## **SCHEDULE OF WORK**

THE CONSTRUCTION SCHEDULE WILL BE MAINTAINED AT THE PROJECT SITE AND WILL BE UPDATED AS WORK PROGRESSES. TRADE CONTRACTOR WILL GIVE INPUT REGARDING THE SCHEDULE AT REGULARLY SCHEDULED PROGRESS MEETINGS. TRADE CONTRACTOR SHALL FOLLOW THE MOST CURRENT VERSION OF THE SCHEDULE MAINTAINED BY CM AND PERFORM THE SUBCONTRACT WORK ACCORDING TO THAT SCHEDULE.

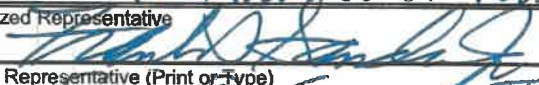
## CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors or specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

### Notice to Prospective Subcontractors of Requirements for Certifications of Nonsegregated Facilities.

Notification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

|   |   |
|---|---|
| Firm Company Name                                 | OVERHEAD DOOR CO. OF TULSA  |
| Signature of Authorized Representative            |  |
| Name of Authorized Representative (Print or Type) | FRANK D. SMOTHERS JR.   |
| Title of Authorized Representative                | PROBENT   |

Return this signed form with your executed subcontract.

**Exhibit G**

This exhibit is not applicable as the contract sum is below \$50,000.00.



**Board of County Commissioners**

Tulsa County Administration Bldg.  
500 South Denver  
Tulsa, Oklahoma 74103-3832  
918.596.5000

STAN SALLEE  
DISTRICT 1  
918.596.5020

KAREN KEITH  
DISTRICT 2  
918.596.5015

RON PETERS  
DISTRICT 3  
918.596.5010

January 2, 2019

Dear Vendor:

The Oklahoma Sales Tax Code, 68 O.S. 1991 Section 1356, exempts from the payment of sales taxes all political subdivision of the State of Oklahoma.

Because each County in this State is a political subdivision of the State (Article 17, Section 1 of the Constitution of Oklahoma: Herndon v. Anderson, 1656 Okla. 104, 25P2d 326), Tulsa County is exempt from all sales tax.

Sincerely,

Karen Keith, Chairman  
Tulsa County Board of County Commissioners

KK:sl

Approved:

Douglas Wilson  
Chief of the Civil Division

Note: Tulsa County's Federal Identification Tax Number 73-6006419





# Oklahoma Tax Commission

[www.tax.ok.gov](http://www.tax.ok.gov)

Date Issued: March 21, 2014

Letter ID: L0891154944

Taxpayer ID: \*\*-\*\*\*6419



TULSA COUNTY  
500 S DENVER AVE STE 120  
TULSA OK 74103-3832

AMY

## Oklahoma Sales Tax Exemption Permit Oklahoma State Government

**Non-Transferable**

68 Oklahoma Statutes 2002 Supp., Section 1356(1): Sales of tangible personal property or services to the United States Government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state are hereby exempted from the tax levied by this article.

**Permit Number**

EXM-10028212-06

| Business Location  | Industry Code | City Code | Permit Effective  | Permit Expires |
|--|---------------|-----------|-------------------|----------------|
| TULSA COUNTY BOARD OF COUNTY COMMISSIONERS<br>5051 S 129TH EAST AVE<br>TULSA OK 74134-7004 | 921190        | 7281      | February 10, 2006 | NON-EXPIRING   |

Thomas Kemp Jr., Chairman  
Jerry Johnson, Vice-Chairman  
Dawn Cash, Secretary-Member



**Nolan M. Fields IV**  
Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
500 South Denver Avenue, Tulsa, Oklahoma 74103  
(918) 596 - 4900 | nfields@tulsacounty.org

---

**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** June 20, 2019

**REFERENCE:** Proposal to Provide Consulting Services from Conley Group, Inc.  
for the Tulsa County Garage Roof Replacement

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. The Company has already signed this item, and it is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads 'Nolan M. Fields IV'.

---

**Nolan M. Fields IV**  
Assistant District Attorney

CC:  
Troy McDaniel, Bldg. Ops. Asst. Dir.



## **PROPOSAL TO PROVIDE CONSULTING SERVICES**

**CLIENT: BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY**  
**MEGAN L. BLACKFORD – ASSISTANT PURCHASING DIRECTOR**  
**500 SOUTH DENVER AVENUE, TULSA, OKLAHOMA 74103**  
E. [mblackford@tulsacounty.org](mailto:mblackford@tulsacounty.org)  
P: (918) 596-5023

**DATE: JUNE 13, 2019**

**PROJECT: TULSA COUNTY GARAGE ROOF REPLACEMENT**  
**2321 CHARLES PAGE BOULEVARD**  
**TULSA, OKLAHOMA 74103**

### **PROPOSAL: CG P19-6486 - REVISED**

Tulsa County (Client) has requested Conley Group (Consultant) to provide a proposal for Roof Consulting Services to support the roof replacement project associated with the Tulsa County Fleet Garage Building located at 2321 Charles Page Boulevard in Tulsa, Oklahoma.

Based on our initial site visit and conversations with Tulsa County, we understand that the project will include the replacement of the existing modified bitumen roof system on this facility (approximately 8,000 SF) which has reached the end of its service life.

We also understand that Tulsa County would like to remove obsolete exhaust fan penetrations, remove the lower roof hatch, as well as add ladder access from the upper roof area to access the lower roof area. This proposal will include the requested ladder design as well as design for the limited HVAC equipment/curbs, roof penetrations and flashing modifications necessary to accommodate code required additional insulation height/thickness.

Conley Group is pleased to propose Design Development, Construction Document Preparation, Bid Phase Support, and Construction Administration Services to support with the roof replacement project on at this facility.

Conley Group proposes to provide the following consulting services for this facility in accordance with the terms and conditions of this proposal.

**PHASE I: ROOF REPLACEMENT DESIGN DEVELOPMENT & CONSTRUCTION  
DOCUMENT PREPARATION SERVICES**

Based upon our preliminary discussions; a site visit for field assessment work will be conducted to review existing construction and conditions of the roof system to develop viable roof system options and recommendations for the roof replacement project scope, phasing, budgets, and schedules.

The focus of this work will be to determine the condition and construction of the existing roofing system and components to develop a full scope of work for replacement. Following the design development survey, a project design review conference call will be conducted to discuss:

Pre-Design Survey Consultation:

- Participate in discussions with Client to identify key issues to finalize required scope of work, budget and schedule.
- Discuss issues and recommendations associated with roof system replacement to meet current Building Code.
- Discuss viable remedial replacement options for this building, including required Code upgrades and develop estimate of probable roof remediation cost.
- Discuss project schedule regarding roof system remediation, design development, bid phase support, contractor selection and construction administration/management.
- Photographs of typical conditions and observations.

Upon receipt of Client's approval of recommended scope and budgets; preparation of construction documents including drawings, details, and specification sections relevant to the approved work including:

- Site use, work phasing, access, and security plan.
- Project and component warranty requirements.
- Testing and observation procedures.
- Component and material specifications.
- Scope of work and execution documents.
- Installation and execution specifications.
- Roof plan, necessary elevations, and detail installation drawings.
- Refine Estimate of Probable Cost for selected remediation project based upon final construction documents and scope of work.
- Provide electronic copies of contract documents for Client's review at 75% and 95% completion milestones.
- Provide electronic copies of final contract documents for bid purposes.

NOTE: The project manual, construction documents, and drawings will be made available to the selected bidding contractors in electronic format via Conley Group's FTP site.

### **PHASE II: BID SUPPORT SERVICES**

Conley Group will provide the following services to assist Client with the Bidding Support process:

- Present bid documents including scope of work, general conditions, contractor insurance requirements, contractor bonding requirements and logistics satisfactory to Tulsa County.
- Identify, present, recommend potential qualified contractors for Client approval and invite to Pre- Bid Meeting based on pre-established project criteria.
- Schedule one (1) site visit to assist with a Pre-Bid Meeting with selected prospective bidders.
- Prepare required addenda for Bidding and Contract award.
- Conduct one meeting with Tulsa County to discuss/review bid tabulation, contractor bid submission review and recommendations on final contractor selection.
- Participate in remediation contract negotiations/interview.
- Assist in preparation of Owner contract for construction.

### **PHASE III: CONSTRUCTION ADMINISTRATION SERVICES**

Conley Group proposes to provide construction administration services to assist Client with monitoring of roof construction, submittal and shop drawings review, roof project start-up, and progress throughout the project schedule. The services will include:

- Provide, prior to and during the course of construction, review of manufacturer's and contractor's submittal data and drawings, noting suitability of proposed construction plan.
- Prior to construction, provide counsel during pre-construction planning meeting regarding applicable restoration and related project work. A pre-construction planning conference shall be scheduled prior to commencement of remediation work.
- Coordination of Contractors site utilization and project scheduling.
- Prepare site visit reports to document contractor compliance with design and construction documents including preparation of site visit observation report with progress, status plan, and photographs.
- Conduct two (2) periodic site visits for progress review meetings during construction of the project.
- Provide technical support and contract administration during the project schedule.
- Review contractor monthly pay application requests, day to day requests for information/clarification to contract documents and provide recommendations.
- Schedule one (1) site visit to perform substantial completion review to create project punch-list.
- Schedule one (1) site visit for verification of contractor repairs from the final punch list of observed deficiencies.

**TULSA COUNTY  
FLEET GARAGE ROOF REPLACEMENT  
TULSA, OKLAHOMA**



- Upon completion of replacement work, provide a report of final observation prior to Client final acceptance of the remediation installation.
- Assimilate contractor/project close-out/warranty documents for submittal to Client

Conley Group, Inc. will provide the Consultant Services above based on rates and fees outlined below:

**PHASE I: Design Development Survey and Construction Document Services**

Design Development & Construction Document Prep for Bidding

|                                   |            |
|-----------------------------------|------------|
| Project Manager – 44 hours        | \$6,600.00 |
| Quality Control – 8 hours         | \$1,400.00 |
| Project Representative – 24 hours | \$1,800.00 |
| CAD – 20 hours                    | \$1,300.00 |

|   |            |
|---|------------|
| Structural Engineering (Farnsworth Group) | \$3,720.00 |
| 65% & 100% CD Phase – 21 hours            |            |
| MEP Engineering (Farnsworth Group)        | \$3,505.00 |
| 65% & 100% CD Phase – 22 hours            |            |

**PHASE I SUBTOTAL: \$18,325.00**

**PHASE II: Bid Support Services:**

Bid Meeting and Bid Review

|                            |            |
|----------------------------|------------|
| Project Manager – 12 hours | \$1,750.00 |
|----------------------------|------------|

**PHASE II SUBTOTAL: \$1,750.00**

**PHASE III: Construction Administration Services**

Pre-Con - Project Management, RFI Response, Technical Support,  
Two (2) In Progress Site Visits plus Punch-List,  
Final Inspection and Close-Out  
(2) Month Anticipated Roof Project Schedule

|                                   |            |
|-----------------------------------|------------|
| Project Manager – 28 hours        | \$4,270.00 |
| Project Representative – 24 hours | \$1,830.00 |

|   |            |
|---|------------|
| MEP Construction Administration (Farnsworth Group) – 18 Hours | \$3,465.00 |
|---|------------|

**PHASE III SUBTOTAL: \$9,565.00**

**PROJECT TOTAL: \$29,640.00**

### **CLIENT FURNISHED ITEMS**

Client will provide the following information, approvals, and services to facilitate Conley Group's work, and upon which Conley Group will be entitled to rely on the accuracy thereof:

- All available design/construction drawings, construction phase documentation, previous engineering reports, maintenance and leak history, and related documentation.
- Access to building site and interior spaces as required for condition assessment work.
- All Occupant/Client coordination and communications relating to access or use of building interior and site for on-site assessment services.

### **PROPOSAL COMMENTS, CLARIFICATIONS, AND EXCLUSIONS**

Conley Group's proposed scope of work and fees are based on the following comments and clarifications.

- Tulsa County to provide Conley Group with available existing building system information (hard copy and electronic) including drawings, previous assessment and moisture survey diagrams and construction / core sample information.
- Conley Group proposal includes research for as-built record document and record drawings, warranty information, and related building information.
- Tulsa County will provide ready access during normal business hours for Conley Group to inspect designated building roof sections, and roof equipment.
- Inspection, testing, or sampling for regulated materials (asbestos, lead based paint, other etc.) is specifically excluded from the scope of this survey. Conley Group field personnel will report observed areas of "suspected" ACM roof materials in the facility report / database. Conley Group / Tulsa County will determine cost allocation method to reflect known/ "suspected" ACM materials into project budgets.

### **ADDITIONAL SERVICES**

When directed by Client to provide additional consulting, programming, architectural design, or management services not covered above, such service shall be proposed in writing which Client may approve by signing a Change Order or directing Conley Group, Inc to proceed by e-mail and will be compensated via Change Order to this Agreement in accordance with billable rates as outlined below:

**2019 Approved Billable Rate Schedule – Additional Services:**

| Role   | Rate                               |
|--|------------------------------------|
| Principal                                    | \$180.00/hour                      |
| Senior Architect/Engineer/Consultant         | \$175.00/hour                      |
| Senior Project Manager                       | \$170.00/hour                      |
| Architect/Engineer/Consultant                | \$150.00/hour                      |
| Project Manager                              | \$150.00/hour                      |
| CADD/IT/Database Manager                     | \$90.00/hour                       |
| Sr. Project Representative/RRO               | \$ 85.00/hour                      |
| Sr. Project Technician                       | \$ 85.00/hour                      |
| Sr. Project Representative                   | \$ 78.00/hour                      |
| Registered Roof Observer - RRO               | \$ 78.00/hour                      |
| Project Representative                       | \$ 75.00/hour                      |
| CADD Draftsman                               | \$ 65.00/hour                      |
| Administrative/Clerical                      | \$ 65.00/hour                      |
| Mileage                                      | \$ .58 a mile – IRS Allowable Rate |
| Reimbursables (Travel, Subcontractors, etc.) | Cost plus 10%                      |
| Litigation - Construction Defect Services    | \$240.00/hour                      |



### **LIMITATION OF LIABILITY/WARRANTIES**

The Client agrees that Conley Group shall provide only the services set out herein and that Conley Group makes no warranties, express or implied, with respect to products or their fitness for a particular purpose. Client agrees to look solely to the warranties made by the contractor and/or manufacturer of said products, including, without limitation, consequential damages arising out of the use of said products.

The Client agrees to limit Conley Group (Consultant) liability to the client and to all other parties involved with this project, due to the Consultants opinions rendered, such that the total aggregate liability to all those named shall not exceed the Consultant's total fee for services rendered on this project, not to exceed \$29,640.00 " \_\_\_\_\_ " Client Initials

### **ENVIRONMENTAL HAZARDS**

Conley Group specifically excludes responsibility or liability for environmental (i.e. asbestos, lead based paint, mold, air quality or other regulated materials etc.) consulting and/or abatement services which are the sole responsibility of the Client. Conley Group will assist Client (upon authorization to use the specified supplemental services allowance) to identify a qualified; local environmental firm to provide required sampling, testing and abatement design and air monitoring services to support this project if existing regulated materials are identified on these buildings.

### **ENTIRE AGREEMENT**

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services to be rendered to the Client by Conley Group and contains all of the covenants and agreements between the parties with respect to such transaction in any manner whatsoever.

### **CHOICE OF LAW/VENUE**

This agreement shall be governed by and construed in accordance with the laws of the State of which the work takes place.

### **STATEMENT OF JURISDICTION**

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

TEXAS BOARD OF ARCHITECTURAL EXAMINERS  
*Hobby Building: 333 Guadalupe, Suite 2-350, Austin Texas 78701*  
*Telephone (512) 305-9000 Fax (512) 305-8900*

**PROPOSAL COMMENTS, CLARIFICATIONS, AND EXCLUSIONS**

The following items are specifically excluded from this scope of Conley Group services under this contract:

- Civil Engineering, Geotechnical Testing, or complete building systems.
- Inspection, testing, analysis, or abatement services for asbestos, lead based paint, or other regulated materials.

**ADDITIONAL SERVICES**

When directed by Tulsa County to provide additional architectural, design, or management services not covered above, such service shall be proposed in writing which Tulsa County may approve by signing a Change Order or directing Conley Group, Inc. to proceed by e-mail and will be compensated via Change Order to this Agreement in accordance with approved billable rates:

**ENVIRONMENTAL HAZARDS**

Conley Group specifically excludes responsibility or liability for environmental (i.e. asbestos, lead based paint, mold, air quality or other regulated materials etc.) consulting and/or abatement services which are the sole responsibility of Tulsa County. Conley Group will assist Tulsa County (upon authorization to use the specified supplemental services allowance) to identify a qualified; local environmental firm to provide required sampling, testing and abatement design and air monitoring services to support this project if existing regulated materials are identified on these buildings.

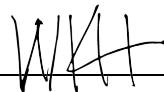
**ACCEPTANCE**

The terms and conditions of this proposal are accepted on this \_\_\_\_\_ day of \_\_\_\_\_ 2019. Proposal fees and information are valid for acceptance 30 calendar days from the date of this proposal.

**TULSA COUNTY BOARD  
500 SOUTH DENVER AVE, ROOM 322  
TULSA, OKLAHOMA 74103**

**7633 EAST 63RD PLACE  
SUITE 300  
TULSA, OKLAHOMA 74133**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Kyle Hunter

Title: \_\_\_\_\_

Title: Marketing Director

Date: \_\_\_\_\_

Date: June 13, 2019

---

TULSA COUNTY

PURCHASING  
DEPARTMENT

---

# MEMO

DATE: June 19, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement- Town of Skiatook

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Highway Department and the Town of Skiatook for constructing, improving, maintaining and repairing any streets. Both parties have jointly planned for standard traffic striping and traffic control signage on all public roadways systems in CED#1.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.

## AGREEMENT

**THIS AGREEMENT**, made the 11<sup>th</sup> day of June, 2019, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter called "Tulsa County" and the Town of Skiatook, Oklahoma, hereinafter called "Skiatook".

### **WITNESSETH:**

**WHEREAS**, by virtue of 69 O.S., 1987, Section 1903, the Board of County Commissioners is authorized to enter into agreements with municipalities and or other counties to construct, improve, maintain and repair any of the streets of such municipalities or Counties, and;

**WHEREAS**, Tulsa County is desirous of participating in projects and the provision of services mutually advantageous to Tulsa County and other units of government, and;

**WHEREAS**, Tulsa County and Skiatook, located in CED #1, have jointly planned for standard traffic striping on all public roadway systems in CED#1;

**WHEREAS**, Tulsa County and Skiatook, located in CED #1, have jointly planned for standard traffic control signage on all public roadway systems in CED#1;

**THEREFORE**, in consideration of the covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. Tulsa County agrees to furnish all materials, labor and equipment necessary to construct standard traffic striping and traffic control signage and to bill Skiatook for the actual material cost for the requested striping and signage.
2. Skiatook agrees to provide traffic control assistance and reimburse Tulsa County for the actual material cost for traffic striping.
3. Skiatook agrees to provide a list of requested signage, to reimburse Tulsa County for the actual material cost and to pick up the requested signage at the Tulsa County Sign Shop 6601 N. 115th East Avenue, Owasso, Oklahoma.
3. Either party hereto without the express written consent of the other shall not assign the rights, duties and obligations under or arising from this Agreement.
4. Duration of this agreement shall be for a one year period.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 11<sup>th</sup> day of June, 2019

ATTEST:

CITY OF SKIATOOK  
SKIATOOK, OKLAHOMA

CITY CLERK

Shirley Lett

MAYOR

Bryce Lett

APPROVED AS TO FORM:

CITY ATTORNEY

Garland W. Brey



BOARD OF COUNTY COMMISSIONERS  
TULSA COUNTY, OKLAHOMA

CHAIRMAN

ATTEST:

COUNTY CLERK

APPROVED AS TO FORM:

DISTRICT ATTORNEY

Nolan M. Faldut

Asst. A

6-19-19

---

TULSA COUNTY

PURCHASING  
DEPARTMENT

---

MEMO

DATE: June 19, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Lease Agreement- Xerox Corporation

Submitted for your approval and execution is the attached Lease Agreement between the Board of County Commissioners on behalf of the Tulsa County Highways Department and Xerox Corporation for the lease of Xerox copiers B405DN, Serial Numbers 9HB348123 (Forman), 9HB348203 (Parts Room), and 9HB348121 (Sign Shop) located at Highway Construction Office, 6633 North 115<sup>th</sup> East Avenue, Owasso, OK 74055, from July 1, 2019 to June 30, 2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.

# Xerox Lease Agreement N67405 for Tulsa County Highway Dept.

**Contracting Office**
**Install Address**

TULSA COUNTY HIGHWAY  
DEPARTMENT FORMAN 6633 N  
115TH EAST AV OWASSO OK  
74055-3900

**Bill To Address**

TULSA COUNTY HIGHWAY DEPT 6601  
N 115TH EAST AV OWASSO OK  
74055-3900

**Current Purchase Order**

Purchase Order: N/A

Last PO Exp Date: N/A

GSA or State or Negotiated Contract#: DIR-TSO-3047 072719100

**Price Plan**

Description: Lease - Cost Per Copy Plan

Bill Code: 2TC5

New Contract Period: 07/01/2019 to 06/30/2020

**Xerox Equipment**

Market Code: B405DN

Model: B405DN

Install Date: 03/05/2018

**Equipment Detail**

| Serial Number | Description             | Customer Number | Main / Accy. | Qty. | Unit Issue | Unit Price | Amount |
|---------------|-------------------------|-----------------|--------------|------|------------|------------|--------|
| 9HB348123     | XEROX B405DN            | 724745245       | MAIN         | 12   | Mo         | \$8.02     | 696.24 |
|               | Enhanced Service Amount | N/A             | MAIN         | N/A  | N/A        | N/A        | 0      |
|               | Extended Service Amount | N/A             | MAIN         | N/A  | N/A        | N/A        | 0      |
|               | Premium/Discount        | N/A             | MAIN         | N/A  | N/A        | N/A        | 0      |

**Equipment Subtotal:**

**\$696.24**

**Meter Information**

| Estimated Meter Usage      | Meter1 | Meter2 | Meter3 | Meter4 |
|----------------------------|--------|--------|--------|--------|
| Est. Average Monthly Usage | N/A    | N/A    | N/A    | N/A    |
| Monthly Allowance          | 20000  |        |        |        |
| Est. Excess Usage          | 0      | 0      | 0      | 0      |
| Rate Per Excess Print      | .0148  | 0      | 0      | 0      |
| Meter Estimate             | \$0    | \$0    | \$0    | \$0    |

**Meter Subtotal:**

**\$0**

**Total Annual Estimate:**

**\$ 696.24**

**Tax Disclaimer: Quoted Pricing Does Not Include Applicable Taxes**

You may acknowledge acceptance of this pricing as an amendment to your PO by signing below or by transferring this to your purchase order document. Please submit your PO to Xerox Corporation.

**Purchase order** \_\_\_\_\_

**Is hereby stated for the period beginning:** \_\_\_\_\_ **ending:** \_\_\_\_\_

**Acknowledgment:**  
Tulsa County

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Acknowledgment:**  
Xerox Corporation

**Signature** \_\_\_\_\_

**Title** Director Strategic Accts. ops.

**Date** 6/19/2019

*Nolan M. Felder* 6-19-19

**APPROVED AS TO FORM**  
**ASSISTANT DISTRICT ATTORNEY**

**Xerox Lease Agreement N67405 for Tulsa County Highway Dept.**

**Contracting Office**

**Install Address**

TULSA COUNTY HIGHWAY  
DEPARTMENT PARTS ROOM 6633  
N 115TH EAST AV OWASSO OK  
74055-3900

**Bill To Address**

TULSA COUNTY HIGHWAY DEPT 6601 N  
115TH EAST AV OWASSO OK 74055-3900

**Current Purchase Order**

Purchase Order: N/A

Last PO Exp Date: N/A

**GSA or State or Negotiated Contract#:**

DIR-TSO-3047 072719100

**Price Plan**

Description: Lease - Cost Per Copy  
Plan

Bill Code: 2TC5

New Contract Period: 07/01/2019 to  
06/30/2020

**Xerox Equipment**

Market Code: B405DN

Model: B405DN

Install Date: 03/05/2018

**Equipment Detail**

| Serial Number | Description             | Customer Number | Main / Accy. | Qty. | Unit Issue | Unit Price | Amount |
|---------------|-------------------------|-----------------|--------------|------|------------|------------|--------|
| 9HB348203     | XEROX B405DN            | 716998273       | MAIN         | 12   | Mo         | 58.02      | 696.24 |
|               | Enhanced Service Amount | N/A             | MAIN         | N/A  | N/A        | N/A        | 0      |
|               | Extended Service Amount | N/A             | MAIN         | N/A  | N/A        | N/A        | 0      |
|               | Premium/Discount        | N/A             | MAIN         | N/A  | N/A        | N/A        | 0      |

**Equipment Subtotal:**

**\$696.24**

**Meter Information**

| Estimated Meter Usage      | Meter1 | Meter2 | Meter3 | Meter4 |
|----------------------------|--------|--------|--------|--------|
| Est. Average Monthly Usage | N/A    | N/A    | N/A    | N/A    |
| Monthly Allowance          | 20000  |        |        |        |
| Est. Excess Usage          | 0      | 0      | 0      | 0      |
| Rate Per Excess Print      | .0148  | 0      | 0      | 0      |
| Meter Estimate             | \$0    | \$0    | \$0    | \$0    |

**Meter Subtotal:**

**\$ 0**

**Total Annual Estimate:**

**\$ 696.24**

**Tax Disclaimer:** Quoted Pricing Does Not Include Applicable Taxes

You acknowledge acceptance of this pricing by signing below and by transferring this information to your purchase order document. Please submit your PO to Xerox Corporation.

**Purchase order** \_\_\_\_\_

**Is hereby stated for the period beginning:** \_\_\_\_\_ **ending:** \_\_\_\_\_

**Acknowledgment:**

Tulsa County

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Acknowledgment:**

Xerox Corporation

Signature \_\_\_\_\_

Title Director Strategic Accts. ops.

Date 6/19/2019

Nolan M. Fielder 6-19-19  
**APPROVED AS TO FORM**  
**ASSISTANT DISTRICT ATTORNEY**



# Xerox Lease Agreement N67405 for Tulsa County Highway Dept.

## Contracting Office

## Install Address

TULSA COUNTY HIGHWAY  
DEPARTMENT SIGN SHOP 6633 N  
115TH EAST AV OWASSO OK  
74055-3900

## Bill To Address

TULSA COUNTY HIGHWAY DEPT 6601 N  
115TH EAST AV OWASSO OK  
74055-3900

## Current Purchase Order

Purchase Order: N/A

Last PO Exp Date: N/A

GSA or State or Negotiated Contract#: DIR-TSO-3047 072719100

## Price Plan

Description: Lease - Cost Per Copy Plan

Bill Code: 2TCS

New Contract Period: 07/01/2019 to 06/30/2020

## Xerox Equipment

Market Code: B405DN

Model: B405DN

Original Equipment Install Date: 03/05/2018

## Equipment Detail

| Serial Number       | Description             | Customer Number | Main / Accy. | Qty. | Unit Issue | Unit Price | Amount   |
|---------------------|-------------------------|-----------------|--------------|------|------------|------------|----------|
| 9HB348121           | XEROX B405DN            | 716998273       | MAIN         | 12   | Mo         | 51.21      | 614.52   |
|                     | Enhanced Service Amount | N/A             | MAIN         | N/A  | N/A        | N/A        | 0        |
|                     | Extended Service Amount | N/A             | MAIN         | N/A  | N/A        | N/A        | 0        |
|                     | Premium/Discount        | N/A             | MAIN         | N/A  | N/A        | N/A        | 0        |
| Equipment Subtotal: |                         |                 |              |      |            |            | \$614.52 |

## Meter Information

| Estimated Meter Usage      | Meter1 | Meter2 | Meter3 | Meter4    |
|----------------------------|--------|--------|--------|-----------|
| Est. Average Monthly Usage | N/A    | N/A    | N/A    | N/A       |
| Monthly Allowance          | 20000  |        |        |           |
| Est. Excess Usage          | 0      | 0      | 0      | 0         |
| Rate Per Excess Print      | .0148  | 0      | 0      | 0         |
| Meter Estimate             | \$0    | \$0    | \$0    | \$0       |
| Meter Subtotal:            |        |        |        | \$0       |
| Total Annual Estimate:     |        |        |        | \$ 614.52 |

**Tax Disclaimer:** Quoted Pricing Does Not Include Applicable Taxes

You may acknowledge acceptance of this pricing by signing below or by transferring this information to your purchase order document. Please submit your PO to Xerox Corporation.

Purchase order \_\_\_\_\_

Is hereby stated for the period beginning: \_\_\_\_\_ ending: \_\_\_\_\_

Acknowledgment:  
Tulsa County

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Acknowledgement:  
Xerox Corporation:

Signature \_\_\_\_\_

Title Director, Strategic Accts Ops.

Date 6/19/2019

*John M. Felder* 6-19-19  
**APPROVED AS TO FORM  
ASSISTANT DISTRICT ATTORNEY**



**Nolan M. Fields IV**  
Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
500 South Denver Avenue, Tulsa, Oklahoma 74103  
(918) 596 - 4900 | [nfields@tulsacounty.org](mailto:nfields@tulsacounty.org)

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**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** June 20, 2019

**REFERENCE:** Benefit Service Agreement with EZSHIELD, Inc. dba IDENTITYFORCE  
for Identity Theft Protection Services

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. Vendor has already signed the Agreement and it is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads "Nolan M. Fields IV". The signature is written in a cursive style with a horizontal line underneath the name.

**Nolan M. Fields IV**  
Assistant District Attorney

CC:  
Kathy Burrows, HR Director

## **BENEFIT SERVICE AGREEMENT**

This **BENEFIT SERVICE AGREEMENT** (this “**Service Agreement**”), effective as of July 1, 2019 (the “**Effective Date**”), is by and between EZSHIELD, INC. dba IDENTITYFORCE, fka BEARAK REPORTS, INC. d/b/a IDENTITYFORCE, a Delaware corporation with principal offices located at 111 Speen Street, Suite 304 , Framingham, MA 01701 (“**IDF**”), and Tulsa County, a Oklahoma Corporation with principal offices located at 633 West 3<sup>rd</sup> Street, Tulsa, OK 74127 (“**Client**”).

IDF will provide to Client the services identified in the chart below at the price rates identified therewith:

| <u><b>Item</b></u>                                | <u><b>Details</b></u>  |
|---|--|
| <u><b>General Description:</b></u>                |  |
| Name of Client                                    | Tulsa County   |
| Number of Subscribers                             | Voluntary offering   |
| Type of Enrollment                                | On-line via IdentityForce web site   |
| Duration of Enrollment                            | Rolling  |
| Duration of Service                               | One (1) year from the date of enrollment with annual renewals by mutual agreement of both parties.   |
| Price   | \$9.95 a month for UltraSecure<br>\$16.95 a month UltraSecure + Credit and<br>All Children in the same household under age 26 will be on ChildWatch for free |
| Payment Terms                                     | Net 30 days from date of invoice   |
| <u><b>Services Provided by Identity Force</b></u> |  |
| Program Benefits                                  | UltraSecure, UltraSecure + Credit Package and<br>ChildWatch – Family Flow  |
|   | Payroll deductions and enrollments   |
| Call Center Services                              | Domestic agents only   |

**IN WITNESS WHEREOF**, each of the parties has caused this Service Agreement to be executed on its behalf by its duly authorized officers as of the Effective Date.

EZShield, Inc  
d/b/a IdentityForce

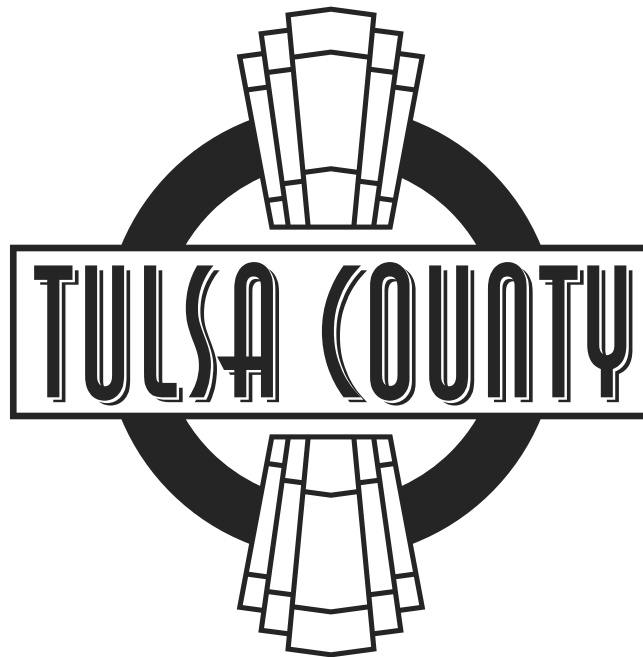
By: 

Name: Michael Catanzarita  
Title: Chief Financial Officer

Tulsa County

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



*This guide highlights the main features of many of the benefit plans sponsored by Tulsa County. Full details of these plans are contained in the legal documents governing the plans. If there is any discrepancy between the plan documents and the information described here, the plan documents will govern. In all cases, the plan documents are the exclusive source for determining rights and benefits under the plans. Participation in the plans does not constitute an employment contract. Tulsa County reserves the right to modify, amend or terminate any benefit plan or practice described in this guide. Nothing in this guide guarantees that any new plan provisions will continue in effect for any period of time.*

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# Benefits Overview

Tulsa County's benefits allow you to select the plans that work best for you and your family

| Employee Paid Benefits             | Employer Paid Benefits          |
|------------------------------------|---------------------------------|
| Healthcare and Prescription Plan   | Base Long Term Disability       |
| Dental Plan                        | Post-Employment Health Plan     |
| Vision Plan                        | 401 (a) Matching Plan           |
| Basic Life Insurance (33% Paid)    | Basic Life Insurance (67% Paid) |
| Optional Life Insurance            | Employee Assistance Program     |
| Accidental Death & Dismemberment   | Wellness Incentive              |
| Short Term Disability              | Retirement/Pension              |
| Buy-Up Long Term Disability        |                                 |
| Cancer Insurance                   |                                 |
| Accident Insurance                 |                                 |
| Critical Illness Insurance         |                                 |
| Identity Theft Protection Plan     |                                 |
| 457 (b) Deferred Compensation Plan |                                 |

## Who Is Eligible?



You are eligible to enroll in the Tulsa County benefit plans if you are a full-time employee who works 30 or more hours a week on a consistent basis. As a full-time employee, you are eligible for benefits on the first of the month following one month of continuous service.

# Identity Theft Protection - IdentityForce

Identity theft is one of the fastest growing crimes in the U.S. with more than 11 million victims last year alone. Identity theft can impact anyone, anywhere, at any time - which is why it is important that you protect yourself and your family.

IdentityForce provides the best identity, privacy, and credit protection. They have protected millions of people for nearly 40 years and you can trust they'll do the same for you – Rest assured with IdentityForce.

## Monitor

As carefully as you plan for the unexpected, it is impossible to anticipate the theft of your identity, credit, or personal information. Innovative technology and on-going monitoring keep your personal information and identity secure.

## Control

You insure your home, cars, and health. Your credit and personal information is even more at risk of unexpected disaster. With IdentityForce protection, you are in control. You will see and can improve your credit score, protect your personal information online and keep your keystrokes, pin numbers, and credit card information safe.

## Alert

11 million U.S. residents have their identities stolen each year with financial losses close to a whopping \$50 billion. On a more personal level, that is 1 out of every 4 adults, averaging losses of \$3,500.

IdentityForce provides an early warning system with prompt notification on your computer, phone or tablet allowing you to take action before the damage is done.

## Relax

If your information is compromised, what is the next step?

Certified Protection Experts offer comprehensive, 24/7 recovery services. Let IdentityForce do the work for you. We will make the phone calls, complete the paperwork, and handle every detail in restoring your identity. Plus, IdentityForce's \$1 million Identity Theft insurance coverage gives you an additional layer of protection.

Notes:

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IdentityForce.®

## Ultra Secure™ Plan

The UltraSecure plan provides continuous monitoring of your personal information, rapid alerts, comprehensive recovery services and \$1 million identity theft insurance policy.

## UltraSecure+ Credit™ Plan

This plan includes all services in the UltraSecure Plan plus robust credit report monitoring and credit reports and scores from all 3 bureaus.

## Easy to Enroll

1. Enroll along with other voluntary benefits through your employer.
2. Receive confirmation email.  
If you do not receive the email, please check your spam folder.
3. Click on link in confirmation email to complete registration and access your identity Protection Dashboard.

# IdentityForce Plans

| PLAN OPTIONS<br>IdentityForce service payroll<br>deduction pricing - Monthly | UltraSecure    | UltraSecure+<br>Credit |
|--|----------------|------------------------|
| Employee Only  | <b>\$9.95</b>  | <b>\$16.95</b>         |
| Employee + Spouse/Domestic Partner   | <b>\$19.90</b> | <b>\$33.90</b>         |
| +Children*   | <b>FREE</b>    | <b>FREE</b>            |

\* Children are defined as dependents 26-years-old and under living in your household.

If you enroll in the plan, your children will receive a tailored identity protection product - ChildWatch.

|  |   |           |
|--|---|-----------|
| Change of Address Monitoring           | ■ | ■         |
| Court Record Monitoring                | ■ | ■         |
| Fraud Alert Reminders                  | ■ | ■         |
| Fraud Monitoring                       | ■ | ■         |
| Identity Monitoring                    | ■ | ■         |
| Identity Threat Alerts                 | ■ | ■         |
| Junk Mail Opt-Out                      | ■ | ■         |
| Medical ID Fraud Protection            | ■ | ■         |
| Online PC Protection Tools             | ■ | ■         |
| Pay Day Loan Monitoring                | ■ | ■         |
| Sex Offender Monitoring                | ■ | ■         |
| Three Bureau Credit Report Monitoring  |   | ■         |
| Three Bureau Credit Report & Scores    |   | Quarterly |
| Credit Score Tracker                   |   | Monthly   |
| Credit Score Simulator                 |   | ■         |
| Lost Wallet                            | ■ | ■         |
| Identity Restoration Specialist        | ■ | ■         |
| Identity Theft Insurance (\$1 Million) | ■ | ■         |

---

TULSA COUNTY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PURCHASING  
DEPARTMENT

---

MEMO

DATE: June 19, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement- MDLive, Inc.

Submitted for your approval and execution is the attached Service Agreement between the Board of County Commissioners on behalf of the Tulsa County Human Resources and MDLive, Inc. for telemedicine and telehealth services.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.





## **MDLIVE SERVICES AGREEMENT**

This MDLIVE Services Agreement ("Agreement") is made and entered into on this 1st day of July, 2019 ("Effective Date"), by and between **MDLIVE, Inc.**, a Delaware corporation ("MDLIVE"), with its principal place of business at 13630 NW 8<sup>th</sup> Street, Suite 205, Sunrise, Florida 33325 and its affiliates and subsidiaries, **MDLIVE Medical Group (DE), P.A.**, a Delaware professional corporation ("GROUP"), with its principal place of business at 13630 NW 8<sup>th</sup> Street, Suite 205, Sunrise, Florida 33325 and **Tulsa County**, a political subdivision of the State of Oklahoma ("COMPANY"), with its principal place of business at 500 S. Denver Avenue, Tulsa, OK 74103. MDLIVE and GROUP and COMPANY may be referred to individually as a "Party" and collectively as the "Parties."

### **RECITALS**

**WHEREAS**, GROUP is a professional corporation that engages duly licensed and qualified physicians and healthcare professionals who offer services via telemedicine and telehealth technologies (the "Providers");

**WHEREAS**, GROUP has created a network of Providers that facilitates healthcare consultations via interactive audio or web-based real time audio-video to individuals and groups desiring to purchase such consultations (the "Services");

**WHEREAS**, MDLIVE owns and operates telemedicine and telehealth software platforms and online technologies used in such consultations, and also provides certain administrative and managerial services to GROUP under a written agreement;

**WHEREAS**, the combined resources and services of MDLIVE and GROUP can enable the parties to offer a program to COMPANY that consists of: (a) a network of Providers who provide healthcare consultations via interactive audio or web-based real time audio-video; and (b) support for the operation and administration of that network, as further described herein (the "Program");

**WHEREAS**, COMPANY sponsors a health benefit plan or similar program for the benefit of its employees and their dependents;

**WHEREAS**, COMPANY desires to offer the Program to its employees and their dependents as a standalone service to such employees and their dependents; and

**WHEREAS**, MDLIVE and GROUP desire to provide the Program to COMPANY's employees and certain dependents and COMPANY desires to so engage MDLIVE and GROUP pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in exchange for the promises made hereunder and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### **AGREEMENT**

1. **Recitals.** The above recitals are incorporated herein by reference.
2. **Definitions.** The following terms, which are not otherwise defined herein, shall have the meanings set forth below:
  - 2.1 "Cross-Coverage Consultation" means a physician who provides medical patient care, via interactive audio or web-based real time audio-video, for another physician when the other physician is not available.
  - 2.2 "Behavioral Consultation" means a Provider who provides mental health healthcare services to a patient via web-based real time audio-visual transmission.



2.3 “Eligible Dependents” means a “dependent,” as defined under COMPANY’s or Client’s medical benefit plan.

2.4 “Participant” means an individual who is an employee, or an Eligible Dependent covered under a medical benefit plan.

2.5 “PEPM” is an abbreviation for “Per Employee Per Month,” which the Parties recognize as a common term in the health care industry. For purposes of this Agreement, PEPM is defined as the applicable rate paid by COMPANY to MDLIVE on a monthly basis for each primary employee. Note that all primary employees and their Eligible Dependents shall have access to the Program.

2.6 “Provider” has the meaning set forth in the recitals above.

2.7 “Telephone Consultations” means Cross-Coverage Consultations provided by licensed physicians via the telephone.

2.8 “Video Consultations” means Cross-Coverage Consultations provided by licensed physicians via secure web-based video.

### **3. The Program.**

3.1 The Program includes access to the licensed Providers associated with GROUP to provide Cross-Coverage Consultations or Behavioral Consultations. The Providers are selected by GROUP to provide patient and Provider interaction. For Cross-Coverage Consultations, the Provider diagnoses the patient’s ailment, recommends therapy, and if necessary and where appropriate, writes a Non-Drug Enforcement Administration (DEA) controlled prescription. For Behavioral Consultations the Provider diagnoses the patient, provides behavioral therapy, and if permitted by the Provider’s license type, necessary and where appropriate writes a Non-Drug Enforcement Administration (DEA) controlled prescription. The Program is designed to provide cross-coverage physician access or behavioral health Provider access in the states where Participants live and travel (the “Services”).

3.2 The method of delivering Cross-Coverage Consultations by the Providers under the Program may be over the telephone, Internet or any other telecommunication device or network, whether now in existence or developed during the term of this Agreement. The method of delivering Behavioral Consultations by the Providers under the Program will be over the telephone, Internet or any other telecommunication device or network, whether now in existence or developed during the term of this Agreement.

3.3 Each Provider shall be appropriately licensed and/or certified to practice in their respective healthcare professions. Furthermore, GROUP and all Providers shall be technologically proficient and trained in Cross-Coverage Consultations or Behavioral Consultations. Neither Cross-Coverage Consultations nor Behavioral Consultations under the Program are delivered by Internet questionnaires.

3.4 It is understood by the Parties that MDLIVE does not exercise control or direction over the means, methods, or manner by which GROUP or the Providers exercise professional judgment in the provision of healthcare provided through the Program and in accordance with this Agreement. The Providers provide services based on their sole professional judgment. MDLIVE and GROUP are not required to guarantee that the Participant will receive a prescription.



3.5 GROUP and each Provider will prepare and maintain medical records in accordance with all applicable federal, state and local laws and regulations, including the requirements of each governing board where the Provider is licensed and/or certified. All medical records pertaining to the provision of Services through the Program shall be the property of the applicable GROUP.

3.6 Only Participants who have completed the necessary steps to create the legally mandated Provider/patient relationship (as described herein) will be eligible to receive Consultations under the Program. Those steps include, but are not limited to:

3.6.1 Completing a comprehensive medical history disclosure, either in paper form, online or by telephone with a designated representative of the Program. In the event a Participant fails to complete the medical history disclosure, that Participant will not have access to GROUP's Providers and MDLIVE will so advise the Participant when he/she accesses the service.

3.6.2 Agreeing to GROUP's Informed Patient Consent and Release Form confirming an understanding that GROUP and Provider are not obligated to accept Participant as a patient, and that Participant's eligibility under the Program may be cancelled by MDLIVE at any time without recourse by the Participant.

#### 4. COMPANY Responsibilities.

##### 4.1 COMPANY will:

4.1.1 Use commercially reasonable efforts to advertise the Program to potential Participants using MDLIVE's and GROUP's Program content, as approved in advance by MDLIVE and GROUP ("Program Content"). COMPANY, at a minimum, agrees to (a) allow MDLIVE to mail welcome letters or postcards and ID cards at the launch of the Program; (ii) allow MDLIVE to mail up to four utilization campaigns per year that will be mailed to Participant's homes; (iii) send an internal letter, memo or e-mail from an executive sponsor about the MDLIVE program to enrolled employees prior to the launch of the Program; and (iv) send at least two additional communications per quarter about the MDLIVE program (mail or email). At a minimum, this will require supplying MDLIVE with employee's email address (for those that have email addresses on file) and allow MDLIVE to communicate with employees via e-mail. MDLIVE will work with COMPANY on frequency and message. In addition, COMPANY hereby authorizes MDLIVE and GROUP to communicate directly with the Participants for the purpose of: (A) promoting the Program to the Participants; and (B) treatment, payment and health care operations of MDLIVE and GROUP.

4.1.2 Cooperate with MDLIVE and GROUP on a kick-off activation campaign within sixty (60) days of the launch of the Program. Kick off campaign is flexible and is defined based on the individual needs and direction of COMPANY.

4.1.3 Provide MDLIVE and GROUP with all membership verification files for each Participant which shall include at a minimum name, date of birth, email address and phone number, to ensure timely billing in accordance with Sections 7 below. MDLIVE and GROUP shall specify the format for such files, and COMPANY's submission will be in compliance with that format.



**5. MDLIVE and GROUP Responsibilities.**

**5.1 MDLIVE will:**

5.1.1 Provide and grant to the COMPANY a non-exclusive, non-transferable, limited license to use the MDLIVE telemedicine and telehealth Program (including all materials developed or provided to COMPANY by MDLIVE or GROUP related to the Program, its marketing, implementation and use) during the Term of this Agreement (notwithstanding the foregoing, however, any toll-free telephone numbers provided by MDLIVE under this Agreement shall not be a dedicated number for the COMPANY's Participants only and shall remain the property of MDLIVE at the termination of this Agreement);

5.1.2 Provide and maintain an adequate system, forms and other resources for Participants to: (a) complete the required medical history disclosure online, and (b) access and agree to GROUP's Informed Patient Consent and Release Form.

**5.2 MDLIVE and GROUP further agree to:**

5.2.1 Adhere solely, with respect to medical services (i.e. Cross-Coverage Consultations), to the service level standards set forth in Exhibit B;

5.2.2 Adhere solely, with respect to behavioral health services (i.e. Behavioral Health Consultations), to the service level standards set forth in Exhibit B;

5.2.3 Respectively maintain databases of the Participants' information (in an electronic format that is compliant with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA")), including but not limited to those changes adopted and incorporated by Section XIII of the American Recovery and Reinvestment Act of 2009 (ARRA) known as Health Information Technology for the Economic and Clinical Health (HITECH) Act. MDLIVE will update the appropriate databases periodically with information provided by the COMPANY as new Participants are enrolled. GROUP will update the appropriate databases with information provided by Participants.

5.2.4 Provide to COMPANY, in a format mutually agreed upon by the Parties, reports of the Program utilization rates of each Participant as identified by Participants' COMPANY identification number upon reasonable request or on a date mutually agreed upon by the Parties.

5.2.5 If COMPANY requests MDLIVE's or GROUP's physical presence and participation in onsite activities such as health fairs, annual enrollment, benefit training etc., every effort will be made to accommodate COMPANY's request. MDLIVE and GROUP will bill COMPANY for usual and customary travel expenses including food, lodging and transportation within ten (10) days after the onsite visit has occurred. COMPANY shall have the option of using designated travel planning services or in-house agents who can secure more favorable rates and direct bill out of pocket expenses. A copy of COMPANY's Corporate Travel Policy should be shared in advance of such requested travel with MDLIVE and GROUP personnel.





5.2.6 Ensure that GROUP maintains reasonable procedures to confirm Providers are duly licensed and qualified to practice their respective professions in the state where the Services are provided.

5.2.7 Provide to COMPANY marketing materials in digital format to use as needed with communications with eligible employees about the Program to be uploaded and published for all eligible employees via COMPANY's corporate intranet. MDLIVE or GROUP will provide seasonal marketing material quarterly. Additional marketing campaigns may be included via email, SMS and IVR phone outbound programs (Only where approved and as directed by COMPANY – Fees may apply). Furthermore, MDLIVE and GROUP will deploy email communications directly to eligible employees/Participants about Program as needed to support utilization.

## **6. Data Transmission Security**

Data transmission security is the process of sending data from one computer system to another in a secure manner so that only the intended recipient of the data receives the data and the data sent is identical to the data received. When ePHI (Electronic Personal Health Information) is transmitted over an electronic communications network i.e. "the Internet", transmissions of ePHI to and from MDLIVE and GROUP will utilize secure File Transport Protocol (SFTP).

## **7. Payment Terms and Service Fees**

7.1 MDLIVE shall invoice COMPANY a PEPM fee by the twentieth (20<sup>th</sup>) day of each month for the Program services to be provided in that month. The invoice is based on a file that the COMPANY shall send on the 1st day of each month identifying the number of employees eligible to participate in the Program. Invoices shall be electronically mailed to COMPANY at the address set forth in the Notice Section of this Agreement, Section 15.1. COMPANY agrees to pay such fees within thirty (30) days of the receipt of said invoice for services via ACH or electronic means if reasonably practicable. COMPANY specifically acknowledges that it is responsible for paying all applicable PEPM fees and other fees identified herein to MDLIVE.

7.2 GROUP shall invoice COMPANY for Cross-Coverage Consultation Fees and Behavioral Consultation Fees by the 20<sup>th</sup> day of each month with respect to Cross-Coverage Consultations or Behavioral Consultations that occurred in the previous month. COMPANY agrees to pay such fees upon receipt of the invoice.

7.3 If COMPANY fails to make any required payment within sixty (60) days of the date of MDLIVE's or GROUP's invoice, MDLIVE and GROUP shall have the right to cancel the Program memberships associated with COMPANY.

7.4 COMPANY agrees to pay MDLIVE and GROUP the monthly fees specified in Exhibit A, which is attached hereto and incorporated herein by reference.

7.5 The Consultation Fees may be changed or modified by MDLIVE upon ninety (90) days prior written notice of such change or modification by MDLIVE to COMPANY.





8. **Term.** The initial term of this Agreement subject to COMPANY'S future fiscal year appropriations, shall be two (2) year(s), commencing upon the Effective Date ("Initial Term"). The Agreement may be renewed by written agreement of the Parties for successive one (1) year terms (each, a "Renewal Term"), unless a Party provides written notice to the other Party of its intent to terminate the Agreement at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. The Initial Term and the Renewal Terms are collectively referred to herein as the Agreement "Term". Services will begin on July 1, 2019.

9. **Termination.**

9.1 This Agreement may terminate by expiration of its Term if any Party gives appropriate notice of such intent to terminate as set forth in Section 8 of this Agreement.

9.2 Any Party may terminate this Agreement if: (i) the other Party commits a material breach of this Agreement, and such breach is not cured within thirty (30) days following written notice thereof to the other Party; or (ii) the other Party files or is subject to any voluntary or involuntary bankruptcy, receivership, assignment for the benefit of creditors or similar proceeding.

9.3 Notwithstanding anything herein to the contrary, upon the effective date of the expiration or termination of this Agreement, MDLIVE and GROUP shall be paid all fees and charges which have been earned or incurred pursuant to this Agreement, through the effective date of such expiration or termination. COMPANY agrees to pay such fees within fifteen (15) days of the effective date of the expiration or termination of this Agreement.

9.4 Notwithstanding anything to the contrary that may be contained herein, in the event of the termination or expiration of this Agreement, the indemnification confidentiality and other obligations of the Parties, or any other clauses herein, which by their terms or nature are to be performed or complied with subsequent to the expiration or termination of this Agreement shall survive and continue in full force and effect.

10. **Relationship of the Parties.** MDLIVE and GROUP shall at all times function as independent contractors with respect to COMPANY under this Agreement. Neither MDLIVE nor GROUP nor COMPANY is an employee, principal, agent, or partner of the other Party. Neither MDLIVE nor GROUP nor COMPANY is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party, except to the extent otherwise specifically contemplated herein. The employees, agents and representatives of a Party shall at all times be under the exclusive direction and control of that Party.

11. **Indemnification and Insurance.**

11.1 MDLIVE and GROUP agrees that it is solely liable for any breach, negligence, misrepresentation, error, omission, or malfeasance by its employees, agents and representatives concerning the Program, or otherwise, made by such Party in fulfilling its obligations under this Agreement. MDLIVE and GROUP agrees to indemnify ("Indemnifying Party") and hold harmless the other Party ("Indemnified Party"), its directors, officers, affiliates, employees, agents, representatives, successors and assigns from and against any loss, cost, liability, damage or expense, including but not limited to, reasonable attorneys' fees and court or arbitration costs, arising out of any breach of this Agreement or the gross negligence or intentional misconduct of the Indemnifying Party.

11.2 MDLIVE and GROUP will maintain such insurance coverage as is reasonably necessary to support its respective indemnification obligations and in amounts consistent with the insurance coverage amounts maintained by similar entities. Upon written request, each Party shall provide evidence of such



insurance coverage to the other Party, with the understanding that COMPANY is self-insured. Additionally, MDLIVE and GROUP agree to maintain appropriate liability insurance and GROUP agrees that it and each licensed Provider of GROUP will have medical malpractice insurance coverage.

## **12. Ownership of Intellectual Property.**

12.1 MDLIVE's Confidential Information (as that term is defined below) and any other materials relating to the Program that are developed by or on behalf of MDLIVE or GROUP or that MDLIVE or GROUP in their discretion considers proprietary including, without limitation, the Program Content referred to in Sections 4 above, the MDLIVE telemedicine platform or the Breakthrough Behavioral telehealth platform, and all trade names, service marks, trademarks and logos of MDLIVE or GROUP or as hereinafter may be designated by MDLIVE or GROUP in connection with its business (collectively the "MDLIVE Marks"), are the unique intellectual property of MDLIVE ("Intellectual Property"), and all right, title, and interest including, but not limited to, all copyright, patent, trade secret and any other intellectual property rights and other rights therein belong to MDLIVE. Furthermore, MDLIVE will automatically own and maintain available proprietary rights, together with all domestic and foreign patent rights over any improvements associated in any way with the Program or the Intellectual Property even if it was suggested by, developed by, or resulted from any task or work or proprietary or Confidential Information of COMPANY or its employees or contractors. COMPANY agrees to do anything reasonably requested by MDLIVE at any time during the Term of this Agreement or after the termination or expiration of this Agreement to secure such rights. COMPANY further agrees that:

12.1.1 COMPANY will not duplicate the Program in any format that would, in whole or in part, reverse-engineer, infringe upon the intellectual property rights of MDLIVE, and will not use or disclose the Intellectual Property in any manner other than pursuant to this Agreement.

12.1.2 COMPANY and its employees, directors, officers, agents, owners, successors and assigns shall maintain the confidentiality of any non-public Intellectual Property disclosed to COMPANY by MDLIVE or GROUP.

12.2 Upon termination or expiration of this Agreement, unless not feasible, COMPANY shall return to MDLIVE all of the Intellectual Property provided to COMPANY.

## **13. Confidentiality.**

13.1 For purposes of this Agreement, the Disclosing Party shall mean the Party that discloses any Confidential Information, as defined below, to the other Party to this Agreement, and the Receiving Party shall mean the Party that receives Confidential Information, as defined below, from the other Party to this Agreement.

13.2 For the purposes of this Agreement, "Confidential Information" means all information and ideas in whatever form, tangible or intangible, whether disclosed to or learned by the Receiving Party, pertaining in any manner to the business of the Disclosing Party or the Disclosing Party's affiliates, subsidiaries, consultants or business associates, whether in written, oral, encoded, graphic, magnetic, digital, electronic or in any other tangible or intangible form, and whether or not labeled as confidential by the Disclosing Party or otherwise provided by the Disclosing Party, and includes, but is not limited to, all Intellectual Property, source code, software, processes, business models, techniques, schematic data, development tools, discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, technical data (whether



or not patentable or registerable under patent, copyright or similar statutes and including all rights to obtain, register, perfect and enforce those proprietary interests), analyses, forecasts, studies, summaries, marketing plans, marketing materials, sales materials, call scripts, statistics, graphics, transactions, methods, affairs, concepts, ideas, services, products, customer and supplier lists, contracts, price lists, business plans, and all program, marketing, sales, or other financial or business information, or anything that has actual or potential economic value to the Disclosing Party, and any modifications or enhancements of any of the forgoing.

13.3 “Confidential Information” shall not include information that (a) is in or (through no improper action or inaction by the Receiving Party or any affiliate, agent or employee) enters the public domain (and is readily available without substantial effort); (b) was rightfully in the Receiving Party’s possession or rightfully known by the Receiving Party prior to receipt from the Disclosing Party; (c) was rightfully disclosed to the Receiving Party by another person without restriction; (d) was independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information and without use of any Confidential Information of the Disclosing Party; (e) is disclosed by Receiving Party after then written consent of the Disclosing Party; (f) is disclosed pursuant to court order which Receiving Party may not seek, stipulate or agree to; and (g) in response to a subpoena or other legal process, providing the Disclosing Party has been given ten (10) days written notice of the subpoena or other legal process and an opportunity to object. If a disclosure is made under Section 13.3(f) or 13.3(g), and a protective order or other remedy is not obtained, the Receiving Party and its personnel shall furnish only the minimum necessary portion of the Confidential Information which is legally required and the Receiving Party shall exercise best efforts to obtain reliable assurance that confidential treatment shall be accorded the Confidential Information such as a confidentiality agreement or a confidentiality order.

13.4 The Receiving Party shall hold and maintain the Confidential Information of the Disclosing Party in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information of the Disclosing Party.

13.5 Upon the written request of the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all of its Confidential Information (including all copies thereof) and shall destroy any copies, extracts, or other reproductions, in whole or in part, of any such Confidential Information, with such destruction confirmed to the other party in writing. Any oral Confidential Information or the substance of the information contained in any returned written Confidential Information shall continue to be subject to the terms of this Agreement even after termination or expiration of this Agreement. The Receiving Party agrees not to use, or assist or permit others to use, the Confidential Information to attempt to circumvent or compete or otherwise interfere with the Disclosing Party’s present or future business opportunities. In the event the Receiving Party learns of an unauthorized disclosure of Confidential Information, whether intended or otherwise, or if the Receiving Party is improperly contacted by or receives an improper proposal from any person requesting Confidential Information, the Receiving Party shall immediately provide written notice fully setting forth the improper disclosure, contact or proposal to the Disclosing Party.

13.6 The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information of the Disclosing Party in violation of this Agreement may cause the Disclosing Party irreparable harm, and that monetary damages may not be a sufficient remedy. Thus, the Receiving Party agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction located in Tulsa, Oklahoma for an order restraining any such disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate, and the Receiving party expressly agrees that the Disclosing Party shall be entitled, in addition to any other remedy provided by law, to seek an injunction or other equitable



remedy respecting such violation or continued violation. Such right is in addition to the remedies otherwise available to the Disclosing Party at law. If any action at law or in equity is brought to enforce or interpret the provisions of this Section 13, the prevailing party may be entitled to reasonable attorney's fees.

#### **14. Compliance.**

14.1 The Parties agree that the terms of this Agreement have been negotiated in an arms-length transaction between the Parties and have not been determined in a manner which takes into account the volume or value of any referrals or business that otherwise may be generated between the Parties or any entities affiliated with the Parties. The Parties further agree that this Agreement does not involve the counseling or promotion of a business arrangement that violates applicable state or federal law. The Parties enter into this Agreement with the intent of conducting their relationship and implementing the provisions hereof in full compliance with applicable federal, state and local law, including, without limitation, 42 U.S.C. § 1320a-7b(b) (the Medicare/Medicaid Anti-Kickback Statute) and 42 U.S.C. § 1395nn (the Federal Self-Referral Law), as the same may be amended (collectively, the "Fraud and Abuse" laws).

14.2 The Parties acknowledge that, as a result of this Agreement and Services to be provided through the Program, each Party will have access to, and/or obtain protected health information ("PHI") in written and/or electronic format, including, but not limited to, medical records of patients (i.e., COMPANY members and employees and their Eligible Dependents). During the term of this Agreement, except as otherwise required by state and/or federal law, each Party agrees to: (1) maintain all PHI in a secure and confidential fashion; (2) ensure that its directors, officers, employees and agents will maintain all PHI in a secure and confidential fashion; and (3) not disclose such information to any third party, except as set forth herein or as permitted by applicable law. Before any release or disclosure of medical records occurs, any required authorization to release shall be obtained from the patient or his/her legal representative, in accordance with applicable state and federal laws pertaining to the confidentiality of medical records, unless otherwise such disclosure is permitted by applicable law. Any and all disclosure of PHI shall be made in accordance with all applicable state and federal law, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any and all implemented regulations including but not limited to HIPAA's Omnibus Rule. Notwithstanding the foregoing or anything to the contrary, both Parties agree to abide by the terms of the business associate agreement, as set forth in Exhibit C, mutually executed by the Parties contemporaneously herewith.

#### **15. Notices.**

15.1 All notices hereunder by a Party to the other Party shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight delivery (for which evidence of receipt is required), addressed to the representatives of MDLIVE, GROUP or COMPANY as stated below. Notice shall be deemed to have been duly given as follows: (a) upon personal delivery; (b) three (3) days after deposit when deposited in the United States Mail, postage prepaid; (c) seven (7) days after deposit when given by certified mail, return receipt requested; and, (d) one (1) day after deposit when deposited with an overnight delivery service.

The address of each Party for notice is:

|                      |   |
|----------------------|---|
| <u>If to MDLIVE:</u> | MDLIVE, Inc.<br>13630 NW 8th Street, Suite #205<br>Sunrise, Florida 33325 |
|----------------------|---|







Attention: President

With a copy to:

MDLIVE, Inc.  
13630 NW 8th Street, Suite #205  
Sunrise, Florida 33325  
Attention: General Counsel  
[legal@mdlive.com](mailto:legal@mdlive.com)

If to COMPANY:

Tulsa County  
500 S. Denver Avenue  
Tulsa, OK 74103  
Attn: Chairman  
E-Communication:

With a copy to:

Name: Gallagher Benefit Services  
Address: 1300 S Main St  
City, State, Zip Code: Tulsa, OK 74014  
Attention: Steve Stoll  
E-Communication: [steve\\_stoll@ajg.com](mailto:steve_stoll@ajg.com)

15.2 In the event that representatives change due to a change in personnel after execution of this Agreement, notice of the name of the new representatives shall be furnished in writing to the other Party and a copy of said notification will be attached to the original(s) of this Agreement.

## 16. Miscellaneous.

16.1 Unless otherwise specified in this Agreement, no license is granted, conveyed or implied with respect to the Program and Confidential Information. MDLIVE and GROUP make no warranties or representations (express, implied, statutory or otherwise), of any kind with respect to the Program, Services and/or Confidential Information and expressly disclaims all implied warranties. Neither MDLIVE nor GROUP nor any of its affiliates or their respective employees, agents or representatives shall be liable to COMPANY or any third party resulting from the use of the Program, Services, and/or Confidential Information by COMPANY or any third party.

16.2 If any one or more of the provisions of this Agreement or portion thereof, or the application thereof to any person or circumstances, shall be held or declared to be invalid, illegal, void, or unenforceable, such provision shall be severed and the remainder of this Agreement (or of such provision) shall not be affected and shall remain in full force and effect. Furthermore, the severed provision shall be interpreted in a manner which accomplishes, to the extent possible, the original purpose of such provision.

16.3 This Agreement shall remain in full force and effect in accordance with, the laws of the State of Oklahoma exclusive of conflict of law rules.



16.4 This Agreement may be executed in counterparts, each of which will constitute an original and all of which will be one and the same document. The Agreement shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Agreement. Signed counterparts may be exchanged by facsimile or by electronic delivery.

16.5 Each signatory hereto represents that he/she has full authority to sign this Agreement on behalf of his/her respective organization and to bind and obligate such organization to the terms hereof.

16.6 Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the Parties and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

16.7 MDLIVE or GROUP may assign this Agreement without COMPANY's prior consent to an affiliate or subsidiary or a successor in interest to all or substantially all of the assets and business of MDLIVE or GROUP. COMPANY may not assign or delegate any of its obligations under this Agreement without the prior written consent of MDLIVE and GROUP, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the parties and respective successors and assigns.

16.8 This Agreement (including exhibits) constitutes the entire agreement by and between MDLIVE and GROUP and COMPANY relating in any manner to the subject matter herein, and any representation, warranty, covenant, understanding or agreement not contained or incorporated in it by reference shall be of no force or effect. This Agreement supersedes all prior proposals, discussions, writings, and agreements between the Parties relating to the subject matter hereof. This Agreement may only be modified in writing signed by an authorized representative of each Party.

16.9 If any legal action is brought for the enforcement of any provision of this Agreement, the prevailing party may be entitled to recover upon final judgment on the merits, reasonable attorneys' fees (including reasonable attorneys' fees for any appeal) incurred in bringing such action.


**[Remainder of page intentionally left blank; signature page to follow]**



IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representatives of the Parties herein as of the Effective Date

**"MDLIVE":**

**MDLIVE, INC.,**  
a Delaware corporation

DocuSigned by:  
  
By: E1555A303259440...

Name: Dan Monahan

Title: CFO & COO

Date: June 3<sup>rd</sup>, 2019

**GROUP:**

**MDLIVE Medical Group (DE), PA**  
a Delaware corporation

By: 

Name: T. Ford Brewer, MD

Title: Chief Medical Officer

Date: June 3<sup>rd</sup>, 2019

**"COMPANY":**


**Tulsa County,**  
a political subdivision of the State of Oklahoma

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

 6-19-19  
**APPROVED AS TO FORM**  
**ASSISTANT DISTRICT ATTORNEY**





### Exhibit A

COMPANY agrees to pay the following fees to MDLIVE and GROUP for Participants (including their Eligible Dependents) and who are eligible to receive services through the Program:

**PEPM Fee - Medical.** COMPANY shall pay a Per Employee Per Month (PEPM) fee of **\$0.75** ("Medical PEPM Fee"). The Medical PEPM Fee includes services for the eligible employee and the employees' Eligible Dependents.

**PEPM Fee – Behavioral (Optional).** COMPANY shall pay a Per Employee Per Month (PEPM) fee of **\$0.10** ("Behavioral PEPM Fee"). The Behavioral PEPM Fee includes services for the eligible employee and the employees' Eligible Dependents.

**Cross Coverage Consultation Fee.** Each Cross-Coverage Consultation between a Participant and a GROUP Provider, which include video conferences and telephone consultations pursuant to the Program, shall be subject to a separate consultation fee. The Cross-Coverage Consultation Fee shall be \$45.00 per consultation. Ten dollars (\$10.00) of the Cross-Coverage Consultation Fee is the responsibility of the Participant and is payable by the Participant at the time of the Consultation by credit or debit card. The remaining portion of the Consultation Fee which not paid by the Participant at the time of the consultation shall be paid by COMPANY in accordance with Section 7 above.

**Behavioral Health Consultation Fee.** Each Behavioral Health Consultation between a Participant and a GROUP Provider, shall be subject to a separate consultation fee in accordance with the following Behavioral Health Consultation Fee Schedule:

| CPT CODE | DESCRIPTION                                 | DURATION | FEE SCHEDULE           |                     |
|----------|---|----------|------------------------|---------------------|
|          |   |          | <b>Master's / Ph.D</b> |                     |
| 90791    | Psychiatric diagnostic evaluation           | N/A      | \$90                   |                     |
| 90832    | Individual psychotherapy                    | 30       | \$45                   |                     |
| 90834    | Individual psychotherapy                    | 45       | \$90                   |                     |
| 90847    | Family psychotherapy with patient present   | 45       | \$90                   |                     |
|          |   |          | <b>ARNP</b>            | <b>PSYCHIATRIST</b> |
| 90792    | Psychiatric diagnostic with an E&M services | N/A      | \$200                  | \$250               |
| 99213    | E&M services for an established patient     | 15m      | \$75                   | \$95                |
| 99214    | E&M services for an established patient     | 25m      | \$80                   | \$100               |
| 99215    | E&M services for an established patient     | 40m      | \$120                  | \$150               |
|          |   |          |                        |                     |

Forty-five dollars (\$45.00) of the Cross-Coverage Consultation Fee is the responsibility of the Participant and is payable by the Participant at the time of the Consultation by credit or debit card. The remaining portion of the Consultation Fee which not paid by the Participant at the time of the consultation shall be paid by COMPANY in accordance with Section 7 above.

**Sales Confirmation**

**Finance review**



## Exhibit B Service Levels Standards

### I. Medical Service Level Standards

MDLIVE and GROUP will use commercially reasonable efforts to administer solely the telephone Cross-Coverage Consultations under the Program according to the following performance standards:

#### Hours of Operation:

Incoming telephone calls will be handled by MDLIVE and GROUP twenty-four (24) hours per day, seven (7) days per week, and 365 days per year.

Video Consultations will be available 7:00 AM to 9:00 PM, local time, seven (7) days per week.

**Language Capabilities:** Requests will be handled by MDLIVE and GROUP in English and Spanish.

**System Standards:** Computer systems will be up and running at full capacity no less than ninety-nine percent (99%) of the time excluding scheduled maintenance time.

**Call Answering Guarantee:** MDLIVE and GROUP will answer telephone calls coming into the toll-free number as follows:

- After passing through an interactive voice response (IVR), the caller will hold in queue, and
- 85% of all telephone calls are to be answered live within thirty (30) seconds on an annual basis.
- The Penalty for not achieving this Call Answering Guarantee shall be a refund or credit equal to five percent (5%) of the annual Administrative Service (PEPM) Fee.

**Customer Satisfaction Guarantee:** Subject to the condition precedent that at least 100 surveys have been completed by COMPANY's Participants, MDLIVE guarantees an eighty (80%) satisfaction rate among Participants who are surveyed post consultation on an annual basis. The Penalty for not achieving this Customer Satisfaction Guarantee shall be a credit or refund equal to ten percent (10%) of the annual Administrative Service (PEPM) Fee. Notwithstanding the foregoing or anything to the contrary, survey responses of poor or satisfactory shall be excluded from this calculation if they result from a patient not receiving a prescription if the Provider determines one is not clinically appropriate.

### II. Behavioral Service Level Standards

| Performance Guarantees |  |             |
|------------------------|--|-------------|
| Performance Metric     | Performance Description  | Measurement |
| Reporting Timeliness   | Quarterly reports delivered within thirty (30) business days of the end of each calendar quarter, or as mutually agreed upon | >=90%       |



**Exhibit C**  
**BUSINESS ASSOCIATE AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered as of this 1st day of June, 2019, by and between Tula County, a political subdivision of the State of Oklahoma (the "Covered Entity"), and MDLIVE, Inc., a Delaware Corporation, of 13630 NW 8<sup>th</sup> Street, Suite 205, Sunrise, FL 33325, and such other affiliate or subsidiary (the "Business Associate") as may be identified in a Master Services Agreement or similar agreement executed by the Covered Entity and Business Associate. The Covered Entity and Business Associate may be referred to collectively herein as the "Parties."

**RECITALS:**

1. The Business Associate provides services for or on behalf of the Covered Entity pursuant to the separate Master Services Agreement; and
2. It is the mutual intent of the Covered Entity and the Business Associate to enter into this Agreement to enable the Parties to comply with the Health Insurance Portability and Accountability Act of 1996 (45 CFR Parts 160 and 164) ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act, Pub. L. No. 111-5 ("HITECH"), the Privacy Standards and the Security Standards (as defined below), or their successors; and
3. The Parties agree that PHI transferred or made available to Business Associate by Covered Entity may be used only in accordance with this Agreement and applicable provisions of HIPAA and HITECH.

**AGREEMENT:**

In consideration of the agreements, covenants, terms and conditions herein contained and other consideration, the sufficiency of which is hereby acknowledged, the Covered Entity and the Business Associate hereby agree as follows:

**I. DEFINITIONS FOR USE IN THIS AGREEMENT**

1.1 Catch-All Definition. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information "PHI", Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2. "Breach," as defined, and subject to the exceptions set forth, in 45 CFR 164.402, shall mean the acquisition, access, Use or Disclosure of Protected Health Information in a manner not permitted by the Privacy Rule that compromises the security or privacy of the Protected Health Information.

1.3. "Business Associate" shall mean MDLIVE, Inc.

1.4 "Covered Entity" shall mean the Tulsa County.

1.5. "Electronic Protected Health Care Information" shall have the same meaning as the term "Electronic Protected Health Care Information" in 45 CFR Section 160.103, limited to the information created, received or accessible by Business Associate from or on behalf of Covered Entity. 10



1.6. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164, as such rules may be amended from time to time, including without limitation the additional privacy and security requirements provided in the Health Information Technology for Economic and Clinical Health Act ("HITECH") contained within the American Reinvestment and Recovery Act of 2009.

1.7. "HITECH BA Provisions" shall mean those provisions of HITECH imposing requirements on business associates with respect to privacy, security and breach notification, plus any regulations adopted by the Secretary to implement the HITECH Act business associate provisions.

1.8. "Individual" shall mean the person who is the subject of the Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g);

1.9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.10. "Protected Health Information" shall have the meaning defined in 45 CFR §160.103, which also sets forth the definition of health information, including genetic information as clarified by Pub. L. No. 110-233 and applicable regulations;

1.11. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

1.12. "Secretary" shall mean the Secretary of the US Department of Health and Human Services or his designee; "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E; and

1.13. "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.

1.14. "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology that renders such PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in guidance issued pursuant to Section 13402(h) of the HITECH Act, including the Breach Notification Rule.

1.15. Other capitalized terms used not defined herein shall have the meanings ascribed to them in the HIPAA Rules.

## II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

2.1 Use and Disclosure of Protected Health Information. Business Associate is permitted or required to use or disclose PHI it creates or receives for or from Covered Entity or to request PHI on Covered Entity's behalf only as follows:

2.1.1 Functions and Activities on Covered Entity's Behalf. Except as otherwise limited in this or any underlying Agreement, Business Associate is permitted to request the minimum necessary PHI on Covered Entity's behalf, and to use and disclose the minimum necessary PHI to perform functions, activities, or services for or on behalf of Covered Entity. Business Associate may use or disclose PHI as required by law. Except as otherwise limited in this or any underlying Agreement, Business Associate may also use and disclose, and request PHI if the Health Information to be used or disclosed is de-identified pursuant to the procedures set forth in 45 CFR 145.514(a)-(c).



2.1.2 Business Associate's Operations. The Business Associate shall not use or disclose PHI received from the Covered Entity in any manner that would constitute a violation of the Privacy Standards or the Security Standards if done by the Covered Entity, except that the Business Associate may use PHI for Business Associate's proper management and administration, which includes treatment, payment and Business Associate's health care operations, or to carry out Business Associate's legal responsibilities, or to provide data aggregation services relating to the health care operations of the Covered Entity. Business Associate may disclose PHI for Business Associate's proper management administration, data aggregation or to carry out Business Associate's legal responsibilities only if:

- A. The disclosure is required by law; or
- B. Business Associate obtains reasonable assurance, from any person or organization to which Business Associate shall disclose PHI that the person or organization shall:
  - 1) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
  - 2) Promptly notify Business Associate (who shall in turn promptly notify Covered Entity) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

2.1.3 Law Violations. Business Associate may use and disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

2.1.4 Prohibition on Unauthorized Use or Disclosure. Business Associate shall neither use nor disclose PHI except as permitted or required by this or any underlying Agreement as otherwise permitted in writing by Covered Entity, or as required by law. Business Associate will not use or disclose PHI for fundraising or marketing purposes as those terms are defined under HIPAA and HITECH. Business Associate may not receive remuneration, directly or indirectly, in exchange for PHI, unless permitted by HIPAA or HITECH. However, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to this Agreement. This Agreement does not authorize Business Associate to use or disclose PHI in a manner that would violate the requirements of HIPAA and its implementing regulations if done by covered Entity, except as set forth in Section 2.1.2.

2.2 Safeguards Against Misuse of Information. The Business Associate shall use all appropriate safeguards to prevent the use or disclosure of PHI other than as permitted under this or any underlying Agreement. The Business Associate shall develop, implement, maintain, and use appropriate Administrative Safeguards, Physical Safeguards, and Technical Safeguards as outlined by the United States Department of Health and Human Services that reasonably and appropriately protect the Confidentiality, Integrity and Availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall keep the safeguards current.

2.3 Agreements by Third Parties. The Business Associate shall ensure that, in accordance with 45 CFR 164.502(e)(ii) and 164.308(b)(2), if applicable, any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to, in writing, the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.





2.4 Access to Information. Upon written request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, the Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in the Designated Record Set so that the Covered Entity may meet its access obligations under 45 CFR §164.524, or its successor. In the event any individual (or the individual's personal representative) requests access to PHI directly from the Business Associate, the Business Associate shall forward such request to the Covered Entity. Any denials of access to the PHI requested shall be the responsibility of the Covered Entity. Effective September 23, 2013, if the Plan requests an electronic copy of PHI that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Plan if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with the Plan to determine an alternative form and format that enable the Plan to meet its electronic access obligations under 45 C.F.R. §164.524.

2.5 Availability of Protected Health Information for Amendment. Upon written request from the Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), the Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 CFR §164.526, or its successor.

2.6 Accounting of Disclosures. Business Associate shall document all disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528, the HITECH ACT, and the HITECH Regulations. Business Associate also agrees to provide to Covered Entity or an Individual, promptly upon written request, information collected in accordance with this paragraph to permit Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528, the HITECH Act and the HITECH Regulations.

2.7 Availability of Books and Records. The Business Associate shall make its internal practices, books and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.8 Restriction Requests; Confidential Communications. Business Associate shall comply, upon written request, with any agreements for confidential communications of which it is aware and to which Covered Entity agrees pursuant to 45 CFR § 164.522(b), or its successor, by communicating via the enrollees using agreed upon alternative means or alternative locations.

2.9 Disclosures to Health Plans. Business Associate shall comply with written requests by the Covered Entity or an Individual not to disclose or use PHI to a health plan or for payment or health care operations if the PHI pertains to items or services for which the provider received payment in full from the Individual.

2.10 Breach Notification. Business Associate shall notify Covered Entity of any Breach of Unsecured Protected Health Information, any Security Incident, or any other use or disclosure in violation of this Agreement of which it becomes aware. Notification will be made promptly upon discovery of a Breach, but in no event later than 60 days.

2.11 Assistance With Covered Entity's Obligations. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR, Business



Associate will comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.13 Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.14 HITECH Applicability. Business Associate acknowledges that enactment of the HITECH provisions of ARRA amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, Business Associate's obligations and activities under HIPAA's Privacy and Security Rules. To the extent not referenced or incorporated herein, requirements applicable to Business Associate under HITECH are hereby incorporated by reference into the Agreement. Business Associate agrees to comply with each of the requirements imposed under HITECH, as of the applicable effective dates of each HIPAA obligation relevant to Business Associate, including monitoring federal guidance and regulations published thereunder and timely compliance with such guidance and regulations.

### III OBLIGATIONS OF THE COVERED ENTITY

3.1 Notices to Business Associate. With regard to the use and disclosure of PHI by Business Associate, Covered Entity agrees to:

- A. Provide Business Associate with any notice of privacy practices that it produces in accordance with 45 CFR § 164.520, or its successor, as well as inform Business Associate of any limitations in said notice, to the extent that the limitation may affect Business Associate's use or disclosure of PHI;
- B. Inform Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses or disclosures; and
- C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, or its successor, to the extent that the restriction may affect Business Associate's use or disclosure of PHI.

3.2 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except where Business Associate uses or discloses PHI for data aggregation or management and administration and legal responsibilities of the Business Associate.

### IV. TERMINATION OF AGREEMENT WITH BUSINESS ASSOCIATE

4.1 Termination Upon Breach of Provision Applicable to PHI. This Agreement shall become effective on the date first written above and shall terminate automatically when Business Associate ceases to perform the agreed upon services in the underlying Agreement. Any other provision of this Agreement notwithstanding, this Agreement may be terminated by the Covered Entity upon written notice to the Business Associate in the event that the Business Associate breaches any provision contained in this Agreement and such breach is not cured within a reasonable period, or, Covered Entity may immediately terminate this Agreement and any related Agreements. Any such termination shall be effective immediately or at such other date specified in Covered Entity's notice



of termination.

4.2 Return or Destruction of PHI upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- A. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- B. Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;
- C. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as the Business Associate retains the PHI;
- D. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI retained and subject to the same conditions set out at 2.1.2 which applied prior to termination; and
- E. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

The obligations of Business Associate under this Section shall survive termination of this Agreement. Business Associate shall identify any PHI that cannot feasibly be returned to Covered Entity or destroyed. In that event, Business Associate agrees to extend the protections of this Agreement to the PHI that is not destroyed and returned, and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

4.3 Continuing Privacy Obligations. Business Associate's obligation to protect the privacy of the PHI it created or received for or from Covered Entity shall be continuous and survive termination, cancellation, expiration, or other conclusion of the contract relationship.

4.4 Other Obligations and Rights. Business Associate's other obligations and rights and Covered Entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of the contract or relationship shall be those as defined in the terms of the contract or relationship.

## V. GENERAL PROVISIONS

5.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

5.2 Effect. Covered Entity and Business Associate are Parties to one or more contracts or relationships, written or unwritten, formal or informal in which Covered Entity provides Protected Health Information to Business Associate. As of the Effective Date, this Agreement automatically amends all existing contracts and relationships between Business Associate and Covered Entity involving the use or disclosure of PHI.

5.3 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for either Covered Entity or Business Associate to comply with





all federal, state and local laws and regulations, including, but not limited to, the requirements of the Privacy Rule, HIPAA and the HITECH Act. This HIPAA Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties.

5.4 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

5.5 No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement, including, without limitation, any provisions set forth within this Agreement. Without in any way limiting the foregoing, it is the Parties' specific intent that nothing contained in this Agreement gives rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is used or disclosed pursuant to this Agreement.

5.6 Headings. The paragraph headings in this Agreement are for convenience only. They form no part of this Agreement and shall not affect its interpretation.

5.7 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this HIPAA Agreement, the Parties shall make good faith efforts to resolve such matters informally or the Parties shall exercise the dispute resolution processes outlined in the Master Agreement.

5.8 Indemnification. Business Associate (the "Indemnitor") agrees to indemnify, and hold harmless the other Party (the "Indemnitee") and the Indemnitee's respective employees, directors, officers, agents, subcontractors, or other members (collectively, with the Indemnitee, the "Indemnitee Group") against all claims, demands, causes of action, liabilities, fines, losses, costs and expenses (collectively, "Claims") suffered by the Indemnitee Group and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Rule, by Indemnitor or its employees, directors, officers, agents, subcontractor, agents or other members (collectively, "Indemnitor Group"). Accordingly, on reasonable request, the approval of which shall not be unreasonably withheld, Indemnitor shall reimburse for any and all Claims which may for any reason be imposed upon the Indemnitee Group by reason of any Claim by any third party which results from the Indemnitor Group's breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions of Indemnitor Group hereunder. The Business Associate's obligation to indemnify shall survive the expiration or termination of this Agreement for any reason.

5.9 Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

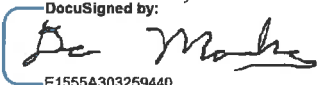
5.10 Entire Binding Agreement; No Waiver; Counterparts. This Agreement and the Underlying Agreement constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors, and permitted assigns. No waiver of any obligation under this Agreement shall be effective unless set forth in writing and signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same instrument. Signature by facsimile shall be a valid signature.



IN WITNESS WHEREOF, Covered Entity and Business Associate execute this Agreement in multiple originals to be effective on the date first written above.

**"MD LIVE"**

**MDLIVE, INC.,**  
a Delaware corporation  
("Business Associate")

By:   
E1555A303259440...

Name: Dan Monahan

Title: CFO & COO

Date: June 3<sup>rd</sup>, 2019

**"COMPANY"**

**TULSA COUNTY,**  
a political subdivision of the State of Oklahoma  
("Covered Entity")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

 6-19-19

**APPROVED AS TO FORM  
ASSISTANT DISTRICT ATTORNEY**



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TULSA COUNTY

PURCHASING  
DEPARTMENT

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# MEMO

DATE: June 19, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Interagency Agreement- City of Broken Arrow

Submitted for your approval and execution is the attached Interagency Agreement between the Board of County Commissioners on behalf of the Tulsa County Juvenile Bureau and City of Broken Arrow for services regarding police officer contact with juvenile offenders and to monetarily support the continued operation of the Tulsa Area Community Intervention Center.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.



## **Interagency Agreement**

The Tulsa Area Community Intervention Center, being operated by the Tulsa County Family Center for Juvenile Justice (Bureau), agrees to provide services to local municipalities regarding police officer contact with Tulsa County juvenile offenders. City of Broken Arrow, being one of the municipalities served, agrees to access said services and to monetarily support the continued operation of the Tulsa Area Community Intervention Center, hereafter referred to as TACIC. The guidelines for the implementation of services are as follows:

### **TACIC will:**

- Assist law enforcement officers by providing a 24 hour, 7 days a week, short-term retaining facility for quick drop-off of arrested juveniles so officers can return to their duties in the community;
- Provide a safe and secure environment for juveniles who have been arrested for violation of a municipal ordinance or state law;
- Help reduce recidivism of juvenile offenders by delivering intervention for delinquent behavior;
- Detect and address the underlying causes of delinquent or problem behaviors on the front end as a preventative measure;
- Intervene before problems escalate into chronic or more serious offenses;
- Create a more effective and efficient alliance between police, parents, juvenile justice and treatment providers;
- Provide intake assessments, which include:
  - Verification of Detention eligibility
  - Verification of TACIC admittance criteria. Once admitted, continued intake to include:
    1. Intake Screening – OJA-5 Assessment Tool
    2. Enter/Update JOLTS
    3. Juvenile Justice Background Information
    4. Secure Signed Promise to Appear
    5. Voluntary Comprehensive Assessment
    6. Community Referrals/Follow Up
    7. Release to Parent, Guardian, or another Responsible Adult
    8. Transmit Information to Court Systems (Both Municipal and District)

### **City of Broken Arrow will utilize services as needed by:**

- Transporting juvenile offenders to TACIC's secure facility located at 600 Civic Center Plaza, Suite 110, Tulsa, OK. 74103, phone number (918) 596-7580;
  - Officers will cooperate with TACIC staff regarding intake procedures;
  - Officers will transport juvenile offenders to Tulsa County Juvenile Detention Center located at 315 S. Gilcrease Museum Rd., Tulsa, OK. 74126, should detention stays be applicable; and,
  - Officers will be responsive to call-back by TACIC staff should more information be needed, or additional charges apply (contraband, destruction of public property, staff assault).
-

Whereas, above mentioned services are available, City of Broken Arrow agrees to provide a one-time payment of six thousand dollars and no cents (\$6000.00) to the Tulsa County Juvenile Bureau.

Whereas, the sum of six thousand dollars and no cents (\$6000.00) is submitted to the Tulsa County Juvenile Bureau, **TACIC** agrees to offer services during the fiscal year beginning July 1, 2019 through June 30, 2020.

This agreement may be revised annually, providing both parties agree on revised content. This agreement is only active pending both parties' signatures and is not to be implied as a legal contract between acting parties.

**Agreement Signatures:**



Michael Spurgeon, City Manager  
City of Broken Arrow

Date: 5/13/19

The Board of County Commissioners Tulsa County, Oklahoma

\_\_\_\_\_  
Karen Keith, Chair

\_\_\_\_\_  
Ron Peters

\_\_\_\_\_  
Stan Sallee

ATTEST:

\_\_\_\_\_  
Michael Willis, County Clerk

APPROVED AS TO FORM:

 6-19-19

Assistant District Attorney

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TULSA COUNTY

PURCHASING  
DEPARTMENT

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MEMO

DATE: June 19, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Interagency Agreement- City of Jenks

Submitted for your approval and execution is the attached Interagency Agreement between the Board of County Commissioners on behalf of the Tulsa County Juvenile Bureau and City of Jenks for services regarding police officer contact with juvenile offenders and to monetarily support the continued operation of the Tulsa Area Community Intervention Center.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.





## **Interagency Agreement**

The Tulsa Area Community Intervention Center, being operated by the Tulsa County Family Center for Juvenile Justice (Bureau), agrees to provide services to local municipalities regarding police officer contact with Tulsa County juvenile offenders. The City of Jenks, Oklahoma on behalf of the Jenks Police Department, being one of the municipalities served, agrees to access said services and to monetarily support the continued operation of the Tulsa Area Community Intervention Center, hereafter referred to as TACIC. The guidelines for the implementation of services are as follows:

### **TACIC will:**

- Assist law enforcement officers by providing a 24 hour, 7 days a week, short-term retaining facility for quick drop-off of arrested juveniles so officers can return to their duties in the community;
- Provide a safe and secure environment for juveniles who have been arrested for violation a municipal ordinance or state law;
- Help reduce recidivism of juvenile offenders by delivering intervention for delinquent behavior;
- Detect and address the underlying causes of delinquent or problem behaviors on the front end as a preventative measure;
- Intervene before problems escalate into chronic or more serious offenses;
- Create a more effective and efficient alliance between police, parents, juvenile justice and treatment providers;
- Provide intake assessments, which include:
  - Verification of Detention eligibility
  - Verification of TACIC admittance criteria. Once admitted, continued intake to include:
    1. Intake Screening – OJA-5 Assessment Tool
    2. Enter/Update JOLTS
    3. Juvenile Justice Background Information
    4. Secure Signed Promise to Appear
    5. Voluntary Comprehensive Assessment
    6. Community Referrals/Follow Up
    7. Release to Parent, Guardian, or another Responsible Adult
    8. Transmit Information to Court Systems (Both Municipal and District)

### **Jenks Police Department will utilize services as needed by:**

- Transporting juvenile offenders to TACIC's secure facility located at 600 Civic Center Plaza, Suite 110, Tulsa, OK. 74103, phone number (918) 596-7580;
  - Officers will cooperate with TACIC staff regarding intake procedures;
  - Officers will transport juvenile offenders to Tulsa County Juvenile Detention Center located at 315 S. Gilcrease Museum Rd., Tulsa, OK. 74126, should detention stays be applicable; and,
  - Officers will be responsive to call-back by TACIC staff should more information be needed, or additional charges apply (contraband, destruction of public property, staff assault).
-

Whereas, above mentioned services are available, the City of Jenks, Oklahoma on behalf of the Jenks Police Department agrees to provide a one-time payment of two thousand four hundred dollars and no cents (\$2400.00) to the Tulsa County Juvenile Bureau.

Whereas, the sum of two thousand four hundred dollars and no cents (\$2400.00) is submitted to the Tulsa County Juvenile Bureau, **TACIC agrees to offer services during the fiscal year beginning July 1, 2019 through June 30, 2020.**

This agreement may be revised annually, providing both parties agree on revised content. This agreement is only active pending both parties' signatures and is not to be implied as a legal contract between acting parties.

**Agreement Signatures:**



**Jenks Police Department** /  
City of Jenks

Date:

5-16-19

The Board of County Commissioners Tulsa County, Oklahoma

\_\_\_\_\_  
**Karen Keith, Chair**

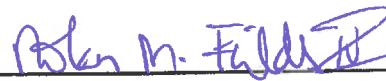
\_\_\_\_\_  
**Ron Peters**

\_\_\_\_\_  
**Stan Sallee**

**ATTEST:**

\_\_\_\_\_  
**Michael Willis, County Clerk**

**APPROVED AS TO FORM:**

 6-19-19  
\_\_\_\_\_  
**Assistant District Attorney**



**Nolan M. Fields IV**

Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
500 South Denver Avenue, Tulsa, Oklahoma 74103  
(918) 596 - 4900 | [nfields@tulsacounty.org](mailto:nfields@tulsacounty.org)

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**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** June 20, 2019

**REFERENCE:** Commercial Services Agreement with CoxCom, LLC Cox Oklahoma  
Telecom, LLC for Voice Services at the New Family Center for Juvenile  
Justice

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. This Agreement is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads 'Nolan M. Fields IV'.

---

**Nolan M. Fields IV**  
Assistant District Attorney

**CC:**  
Justin Jones, Juvenile Director



| Customer Information       |  | Authorized Customer Representative Information |                        |
|----------------------------|--|--|------------------------|
| <b>Legal Company Name:</b> | BOCC of Tulsa County for Juvenile Ctr. | <b>Full Name:</b>                              | Kevin Roach            |
| <b>Street Address:</b>     | 400 W ARCHER ST                        | <b>Billing Contact:</b>                        | 918-596-5207           |
| <b>City/State/Zip:</b>     | Tulsa, Oklahoma 74103                  | <b>Fax:</b>                                    |                        |
| <b>Billing Address:</b>    |  | <b>Contact Number:</b>                         | 918 596 5252           |
| <b>City/State/Zip:</b>     |  | <b>Email Address:</b>                          | kroach@tulsacounty.org |
| <b>Cox Account #:</b>      | 186-0000000-00                         |  |                        |
| <b>Merge Bill</b>          | No                                     |  |                        |

| Equipment Charges |          |            |           |
|-------------------|----------|------------|-----------|
| Description       | Quantity | Unit Price | Total Fee |
|                   |          |            |           |

**Special Conditions**

Cox hereby acknowledges and agrees that customer is a governmental authority, and as such it is limited in the indemnities it can provide to Cox. Accordingly, notwithstanding anything to the contrary contain anywhere in this Agreement, including, but not limited to, the General Terms, Customer will have no obligation to indemnify, defend or hold Cox harmless hereunder except to the extent such indemnification, defense or hold harmless is expressly permitted under Oklahoma law.

Notwithstanding any provision to the contrary in this Agreement, the parties understand and agree the term of this Agreement shall commence upon the installation of service and run through June 30, 2020 ("Initial Term"). The parties agree and understand that while Customer may seek renewal of this agreement at the end of such Term, such renewal cannot be automatic. The parties further agree that each party has the right to renew this Agreement for two (2) to four (4) successive one year terms or for such shorter term as the parties agree with any amendments thereto, subject to the Service Description listed above, but such renewal shall not be effective until the contract has been approved by customer. After the Initial term, this Agreement may be renewed at the same rates, terms and conditions subject to termination by either party upon at least thirty (30) days prior written notice to the other party.

Customer shall not incur any penalty for a failure by the BOCC to renew or extend this agreement. Notwithstanding any foregoing provision to the contrary, the parties understand and agree that all prior and contemporaneous oral and written agreements shall be construed under the laws of the State of Oklahoma (without regard to conflict-of-law principles) and that they consent to the jurisdiction and venue of the Federal and State Courts in Tulsa County, Oklahoma.

**Promotion Details**

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures). Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

| <b>Customer Authorized Signature</b> | <b>CoxCom, LLC., Cox Oklahoma Telcom, LLC Signature</b> |
|--------------------------------------|---|
| Signature:                           | Signature:  |
| Print:                               | Print:  |
| Title Position:                      | Title Position:   |
| Date:                                | Date:   |

**1. E911 Services** FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

**2. Service Start Date and Term** The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

**3. Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

**4. Payment** Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

**5. Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

**6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

**7. LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

**8. WARRANTIES** EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**9. Public Performance** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

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TULSA COUNTY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PURCHASING  
DEPARTMENT

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# MEMO

DATE: June 19, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement- Idemia

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Juvenile Bureau and Idemia for maintenance and support of the LiveScan System and Tenprint Card Printer for fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.







5515 E. La Palma Ave., Suite 100  
Anaheim, CA 92807  
Tel: (714) 238-2000  
Fax: (714) 238-2049

June 4, 2019

Rosemary Brown  
Chief Financial Officer  
Tulsa County Board of County Commissioners  
on behalf of the  
Tulsa County Juvenile Bureau  
315 Gilcrease Museum Road  
Tulsa, OK 74127-8403  
Email: [rbrown@tulsacounty.org](mailto:rbrown@tulsacounty.org)  
Tel: 918-596-5902

**RE: Extension to Maintenance and Support Agreement # 005031-000**

Dear Rosemary Brown,

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Tulsa County Board of County Commissioners on behalf of the Tulsa County Juvenile Bureau** Maintenance and Support Agreement for the period **July 1, 2019 through June 30, 2020**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at [jenny.pelayo@idemia.com](mailto:jenny.pelayo@idemia.com) at your soonest convenience.

If you have any questions or need further clarification, please contact me at (714) 575-2964 or e-mail [jenny.pelayo@idemia.com](mailto:jenny.pelayo@idemia.com). Thank you in advance.

Thank you,

**Jenny Pelayo**  
Contract Administrator II  
Idemia Identity & Security USA LLC

**Accepted by:**

**IDEMIA IDENTITY & SECURITY USA LLC**

**TULSA COUNTY BOARD OF COUNTY  
COMMISSIONERS ON BEHALF OF THE TULSA  
COUNTY JUVENILE BUREAU**

Signed by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Printed Name: Michael Kato

Printed Name: \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

Date: June 4, 2019

Date: \_\_\_\_\_

**APPROVED AS TO FORM**  
**ASSISTANT DISTRICT ATTORNEY**

Reference: SA 005031-000

Page 1 of 3

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## Description of Covered Products

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**MAINTENANCE AND SUPPORT AGREEMENT NO.** SA # 005031-000

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**CUSTOMER:** Tulsa County Board of County Commissioners on behalf of the Tulsa County  
Juvenile Bureau

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The following table lists the Products under maintenance coverage:

| Product  | Description                                     | Node   | Qty |
|----------|---|--------|-----|
| LiveScan | LiveScan System ILS2-R255/C Booking Workstation | OKLV70 | 1   |
| Printer  | Tenprint Card Printer, Duplex                   | OKPR70 | 1   |

## Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 005031-000

Date June 4, 2019

New Term Effective

Start July 1, 2019

End June 30, 2020

### STANDARD SUPPORT

☒ **Advantage – Software Support**

- ◆ Telephone Response: 2 Hour
- ◆ Standard Releases & Updates
- ◆ Supplemental Releases & Updates
- ◆ Remote Dial-In Analysis
- ◆ Software Customer Alert Bulletins
- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Unlimited Telephone Support
- ◆ Automatic Call Escalation

☒ **On-Site Hardware Support**

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Defective Parts Replacement
- ◆ Hardware Service Reporting
- ◆ Next Day PPM On-site Response
- ◆ Escalation Support
- ◆ Product Repair
- ◆ Hardware Vendor Liaison
- ◆ Hardware Customer Alert Bulletins
- ◆ Equipment Inventory Detail Management

☒ **Parts Support**

- ◆ Parts Ordered & Shipped Next Business Day
- ◆ Parts Customer Alert Bulletins

\* If customer is providing their own on-site hardware support, the following applies:

- Customer Orders & Replaces Parts
- Telephone Technical Support for Parts Replacement Available

### ADDITIONAL OPTIONS

- ☐ **Users Conference Attendance** (\$3,586 per Attendee)    Year: 2019    Number Attendees Requested
- Registration fee
  - Daily meals
  - Hotel accommodations
  - Roundtrip travel for event
  - Ground transportation to/from the conference airport to the conference hotel

\$ \_\_\_\_\_

**GRAND TOTAL**                      **\$ 8,223.00**

**PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)**

Please note this is not an invoice. An invoice will be provided after receipt of the signed document.





**Nolan M. Fields IV**

Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
500 South Denver Avenue, Tulsa, Oklahoma 74103  
(918) 596 - 4900 | [nfields@tulsacounty.org](mailto:nfields@tulsacounty.org)

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**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** June 20, 2019

**REFERENCE:** Snack Vending Agreement with Lavon Clark dba Curbside Vending  
for the Tulsa County Parks in FY19-20

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. Vendor has already signed the Agreement and it is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads "Nolan M. Fields IV".

---

**Nolan M. Fields IV**  
Assistant District Attorney

CC:  
Richard Bales, Parks Director



### **Snack Vending Agreement Tulsa County Parks**

1. The Location agrees to allow Curbside Vending to provide vending machines on Tulsa County Park property (LaFortune Community Center, Bixby Community Center, South County Recreation Center, Chandler Community Center and O'Brien Recreation Center) premises subject to the terms and conditions of this agreement.
2. Curbside Vending shall be responsible for installing and maintaining vending equipment which reasonably meets the Location's needs.
3. Products will be offered at agreed upon prices. Curbside Vending will provide through its vending machines merchandise that is reasonably priced and offered in reasonably sized portions. Any change in the wholesale price may result in a change in the selling price through the vending equipment. **Vending Prices and Products will be determined by Curbside Vending in consultation with the Tulsa County Parks.**
4. Curbside Vending agrees to obtain and display all applicable Federal, State and local licenses.
5. Curbside Vending personnel will at all times be dressed in clean, neat uniforms and will observe all regulations in effect of premises.
6. Either party may terminate this agreement without cause upon (60) days written notice to the other party.
7. Curbside Vending will not remove vending machines from any of the facilities listed above for not being profitable.
8. Curbside Vending will install, operate and maintain all Snack and vending machines at each location requested by The Tulsa County Parks.

9. Curbside Vending will maintain workers compensation insurance, general liability insurance and Curbside Vending vehicle insurance at all times. Certificates available on request.

10. This agreement will end June 30, 2020..

11. Concessionaire agrees to provide causality insurance in the amount of no less than \$1,000,000 to indemnify County and hold it harmless against any claim for injury, loss or damage to person or property arising from concessionaire's operations. Concessionaire shall also provide product liability insurance with limits of no less than \$1,000,000.00, naming the Board of County Commissioners of Tulsa County as co-insured, and Concessionaire shall provide a certificate of insurance to the County prior to engaging in business in the parks.

#### **PRICING and COMMISSION**

**.25-.85      20%**

**County assumes no responsibility or liability whatsoever for performer's person, equipment or clothing (or other persons or property authorized by performer to perform this contract) before, during or after the performance at this location and County is hereby released and discharged from any and all responsibility and liability associated with any such loss, injury or damage.**

Print Name: LAVON M. CLARK

Signature: Lavon M. Clark

Address: 3346 NORTH BIRMINGHAM

City: Tulsa

State: OKLAHOMA

Zip code: 74110

Phone: 918-693-5078

Vendor name and number: Curbside Vending #28105

Board of County Commissioners of Tulsa County By: (Chair) \_\_\_\_\_



County Clerk: \_\_\_\_\_

Approved as to form: \_\_\_\_\_  
District Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |   |
|---|--|---|
| <b>PRODUCER</b><br>NORTHEAST AGENCIES INC/PHS<br>01214608<br>The Hartford Business Service Center<br>3600 Wiseman Blvd<br>San Antonio, TX 78265 | <b>CONTACT NAME:</b>                                   |   |
|   | <b>PHONE</b> (866) 467-8730<br>(A/C, No, Ext):         | <b>FAX</b> (888) 443-6112<br>(A/C, No): |
| <b>E-MAIL ADDRESS:</b>  |  |   |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |  | <b>NAIC#</b>                            |
| <b>INSURED</b><br>LAVON CLARK DBA CURBSIDE VENDING<br>3346 N BIRMINGHAM AVE<br>TULSA OK 74110-1511  | <b>INSURER A:</b> The Sentinel Insurance Company 11000 |   |
|   | <b>INSURER B:</b>                                      |   |
|   | <b>INSURER C:</b>                                      |   |
|   | <b>INSURER D:</b>                                      |   |
|   | <b>INSURER E:</b>                                      |   |
|   | <b>INSURER F:</b>                                      |   |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> General Liability   | X         |          | 01 SBA AZ1227 | 05/01/2019              | 05/01/2020              | EACH OCCURRENCE \$1,000,000   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER:   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000   |
|          |   |           |          |               |                         |                         | MED EXP (Any one person) \$10,000   |
|          |   |           |          |               |                         |                         | PERSONAL & ADV INJURY \$1,000,000   |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE<br>AGGREGATE  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      |               |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE -EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT                                |
| A        | EMPLOYMENT PRACTICES LIABILITY  |           |          | 01 SBA AZ1227 | 05/01/2019              | 05/01/2020              | Each Claim Limit \$10,000<br>Aggregate Limit \$10,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. 74127

## CERTIFICATE HOLDER

Tulsa Board of County Commissioners  
 2315 CHARLES PAGE BLVD  
 TULSA OK 74127

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan S. Castaneda*

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**Nolan M. Fields IV**

Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
500 South Denver Avenue, Tulsa, Oklahoma 74103  
(918) 596 - 4900 | [nfields@tulsacounty.org](mailto:nfields@tulsacounty.org)

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**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** June 20, 2019

**REFERENCE:** Merchant Agreement with Transfund for Electronic Draft Capture Services

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. It is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

A handwritten signature in purple ink that reads "Nolan M. Fields IV".

---

**Nolan M. Fields IV**  
Assistant District Attorney

**CC:**  
Richard Bales, Parks Director

MERCHANT AGREEMENT  
(Electronic Draft Capture)

THIS AGREEMENT is made between:

TRANSFUND  
("Depository Institution")

Board of County Commissioners of Tulsa County, Oklahoma (BOCC)  
and on behalf of the Tulsa County Parks Department  
("Merchant").

**1. DEFINITIONS**

- 1.1 "Access Card" means any card or other device issued or authorized to be issued by a Financial Institution, a Network, or other Person to a Cardholder, to be used to perform Credit Card Transactions.
- 1.2 "Cardholder" means a Person to whom an Access Card has been issued or shall be issued pursuant to an agreement between such Person and the issuer of the Access Card.
- 1.3 "Credit Card Transaction" means a transaction which (i) generates a charge or a credit to a Cardholder's account, (ii) is related to purchases of goods or services, and (iii) is initiated by valid Access Cards displaying the service mark or trademark of Visa U.S.A. Inc., MasterCard International Inc., American Express, Discover, or any other Third Party Cards listed in Exhibit "CC-1" hereto.
- 1.4 "Financial Institution" means any bank, savings bank, savings and loan association, credit union, or trust company.
- 1.5 "Gateway" or "Gateway Services" means the interconnection between Merchant and a Network whereby (I) Credit Card Transactions performed by Cardholders are communicated to the Network by the Merchant, (ii) information concerning the authorization or refusal thereof is communicated to the Merchant by the Network, (iii) the Network handles settlement of amounts owed to Merchant by a participating Financial Institution or a Network, and to a Network or a participating Financial Institution by Merchant, and (iv) the Network provides Credit Card Transaction summaries to Merchant.
- 1.6 "MC/Visa Card" means valid Access Cards displaying the service mark or trademark of Visa U.S.A. Inc. ("Visa") or MasterCard International Inc. ("MasterCard")
- 1.7 "Merchant Transaction Account" means a Transaction Account owned by Merchant and specified by Merchant and Depository Institution as the account to which all amounts due to or from Merchant for Credit Card Transactions shall be paid.
- 1.8 "Modified Gateway Services" means the interconnection between a Network, or a Network's designee, and the authorization processing systems of Third Party Card issuers or their designees, whereby Merchant may obtain authorization electronically from those issuers for processing sales drafts and credit vouchers on Third Party Cards.
- 1.9 "Network" means an on-line Credit Card Transaction support system which accepts and processes data with respect to Credit Card Transactions.
- 1.10 "Person" means an individual, corporation, association, partnership, governmental body or agency, trust, estate, or any other entity. "Person" includes a Network.
- 1.11 "POST" means a point-of-sale terminal capable of performing Credit Card Transactions.
- 1.12 "Third Party Card" means a valid Access Card displaying the service mark or trademark of Discover and American Express, together with valid Access Cards displaying other service marks or trademarks for which Depository Institution may provide Modified Gateway Services in the future.
- 1.13 "Transaction Account" means a deposit account or share draft account at Financial Institution.
- 1.14 "TransFund" means BOKF, N.A. d/b/a Depository Institution.
- 1.15 "TransFund Rules" means TRANSFUND's Operating Rules and Regulations, technical specifications, and performance requirements, as well as any other rules or regulations issued by Visa U.S.A. Inc., MasterCard International Inc., American Express, Discover, or any other Third Party Card issuer.
- 1.16 "TransFund System" means all terminals, electronic data processing equipment, software, services, interconnections with other Networks, communication lines, accessories, apparatuses, and equipment, and future additions and improvements thereto, connected to Depository Institution or used by Depository Institution, and the procedures established by Depository Institution for accepting, rejecting, and processing Credit Card Transactions.

**2. MERCHANT SERVICES AND FEES**

- 2.1 Under the terms of this Agreement, (I) Merchant will honor MC/Visa Cards when presented to initiate Credit Card Transactions, (ii) Depository Institution will provide Gateway Services for the MC/Visa Cards, and (iii) Depository Institution will provide Modified Gateway Services for Merchant to obtain authorization for accepting Third Party Cards. All of the services to be provided by Depository Institution pursuant to this Agreement are referred to hereafter collectively as the "Services."
- 2.2 Merchant will pay to Depository Institution the operating fees set forth in the Exhibits hereto as compensation for the services provided. All the operating fees set forth in the Exhibits will take effect on the effective date of this Agreement. At any time thereafter, the operating fees may be changed by Depository Institution from time to time. Depository Institution will give 30 days written notice to Merchant of any changes, setting forth all of the changed operating fees and specifying the effective date of the change.
- 2.3 Merchant agrees to maintain a Merchant Transaction Account at Depository Institution, to be used for the settlement of amounts owed to Merchant by Depository Institution and amounts owed to Depository Institution by Merchant. This account will be governed by regulations in effect at Depository Institution, from time to time concerning such transaction accounts. Through the account, Depository Institution, will credit or debit Merchant, as appropriate, on each banking business day for all Credit Card Transactions transmitted to Depository Institution from Merchant.
- 2.4 Depository Institution will provide Merchant with a summary of all operating fees due from Merchant under this Agreement which were generated during the calendar month. Depository Institution will debit or credit Merchant's transaction account with Depository Institution, for all such operating fees. Merchant at all times will maintain a sufficient balance in Merchant's Transaction Account to cover all net debits to the account.

**3. COMPLIANCE WITH RULES**

- 3.1 Merchant will comply with all the terms and conditions of this Agreement.
- 3.2 Merchant will comply with all the terms and conditions of the TRANSFUND Rules. The Depository Institution Rules may be amended from time to time. Depository Institution will provide Merchant with copies of the Depository Institution Rules.

**4. MERCHANT'S RESPONSIBILITIES**

- 4.1 Merchant will honor any valid MC/Visa Card regular in appearance and properly tendered for use regardless of the amount, provided however that:
  - 4.1.1 Merchant will determine the validity and currency of such card according to its format and any card recovery bulletin, restricted card list or notice which is furnished to Merchant.
  - 4.1.2 Merchant will contact Depository Institution's authorization facility and obtain approval prior to accepting the sales draft and will note such approval at the appropriate place on the draft as required by the Depository Institution Rules.
  - 4.1.3 Merchant will authenticate the Cardholder's signature (except in the case of a mail or phone order) on the sales draft by comparing it to the signature on the back of the Card.

- 4.2 Merchant will display upon its premises all decals, signs or other advertising materials supplied by Depository Institution which are intended to notify the public that Merchant accepts Access Cards in connection with sales of merchandise or services. Merchant will not imply, directly or indirectly, that either MasterCard or Visa endorses Merchant's goods or services. Merchant will not refer to such Access Cards in stating conditions for eligibility to purchase Merchant's goods or services. Merchant's right to use or display the Visa and MasterCard service marks will continue only until the earlier of the date this Agreement is terminated, or the date Merchant is notified by Depository Institution to cease such use and display.
- 4.3 Merchant agrees to process sales drafts and credit vouchers through the Electronic Draft Capture service (an electronic transfer system) of Depository Institution. Merchant will enter all of the following information into a POST for transmission to Depository Institution or its designee:
- 4.3.1 the account number and the Card's expiration date, which may be entered in the POST via magnetic strip reader or, if and only if the magnetic strip reader is not functioning or if the card is not present, keypad entry;
- 4.3.2 the date; and,
- 4.3.3 the total cash price of the sale or credit including tax and/or gratuities, if appropriate.
- 4.4 In addition, Merchant will record all of the same information set forth in Section 4.3 on a sales draft or credit voucher, in a form acceptable to Depository Institution, in Depository Institution's sole discretion, which will be executed as required by this Agreement, and will contain, for sales drafts, the authorization code or, for credit vouchers, the return code received from Depository Institution's authorization facility.
- 4.5 Merchant will require the Cardholder to execute the sales draft (except in the case of a mail or phone order).
- 4.6 Merchant will include on a single sales draft the total amount of all goods and services purchased or leased in a single transaction, except (i) when the balance of the amount due is paid by the Cardholder at the time of the transaction in cash or by check, or (ii) when the Cardholder executes two separate sales drafts in a delayed delivery sale. In a delayed delivery sale a deposit is made by completion of one sales draft and payment of the balance is tendered by completion of a second sales draft. The second sales draft will be conditioned upon delivery of goods or performance of services. Separate authorization numbers will be assigned for each such sales draft. Merchant will note on the sales draft the word "deposit" and "balance" as appropriate. The sales draft labeled "balance" will not be authorized or presented to Depository Institution until the goods are delivered or services performed.
- 4.7 Merchant agrees to provide the Cardholder one copy of the draft or credit voucher. One or more copies will be retained by Merchant.
- 4.8 In accepting Cards and utilizing the Depository Institution authorization service and transaction processing, Merchant will exercise due care in inputting, recording and processing the information required by subsections 4.3, 4.4, and 4.5. Merchant will:
- 4.8.1 only use the POST to transmit information which relates to the sale or lease of goods or services originated as a result of a Credit Card Transaction between Merchant and a qualified Cardholder,
- 4.8.2 insure the accuracy and adequacy of information entered through the POST as evidenced by the system log maintained by Depository Institution, and
- 4.8.3 effect corrections and adjustments necessary to the programming of the POST in the manner prescribed in the Depository Institution Rules.
- 4.9 Depository Institution is not responsible for omissions resulting from merchant-provided transactions data.
- 4.10 Merchant agrees to obtain a valid authorization prior to completing any sale or lease transaction.
- 4.11 Depository Institution and Merchant understand and agree that they will not receive notice of default or non-payment, protest or demand for payment and any other demand or notice in connection with any sales transaction submitted under this Agreement.
- 4.12 Merchant consents to any extension of time or compromise made with any Cardholder relative to any transaction covered by this Agreement without limiting Merchant's liability thereon.
- 4.13 At any reasonable time, Depository Institution may examine and verify all records of Merchant pertaining to sales or credit voucher transactions submitted under this Agreement, and Merchant agrees to maintain and preserve those records for a period of seven (7) years from the date of the transaction and will furnish documentation as specified in the Depository Institution Rules.
- 4.14 Merchant agrees to reconcile and balance sales drafts and vouchers against the transaction record retained in the Merchant's POST at least once each day that Merchant is open and has transactions in the POST, and electronically present drafts and credit vouchers to Depository Institution for payment, pursuant to the Depository Institution Rules, on the date of the transaction. In the event of a discrepancy between the transaction record maintained by Depository Institution and the transaction record maintained by Merchant's POST, Depository Institution's transaction record will control.
- 4.15 Merchant agrees to reconcile the transaction confirmation summaries received from Depository Institution with Merchant's sales drafts and vouchers within seven days after receipt by Merchant and to report any discrepancies to Depository Institution within the same seven day period.
- 4.16 In the event the authorization obtained by Merchant is less than the amount of the sales draft or greater than the amount of the credit voucher, Merchant assumes all risk of loss resulting from the discrepancy.
- 4.17 Merchant recognizes that failure to have a direct outside business telephone line dedicated to the POST may impact the usability to the Electronic Draft Capture service. If Merchant chooses not to install direct outside business telephone line, Merchant understands that under certain circumstances the functioning of the POST may be impaired.
- 4.18 Merchant understands that the fee structure detailed in Exhibit "CC-2" of this Agreement is based on compliance with Merchant's obligations under this Agreement. Merchant's failure to comply with the obligations under this Agreement will cause Depository Institution to experience higher processing expenses which may be passed on to Merchant at the discretion of Depository Institution.
- 4.19 All sales drafts tendered will represent only obligations of a Cardholder in the amount set forth on such draft for merchandise sold or services rendered by Merchant, and will not involve any element of credit for any other purpose unless otherwise expressly permitted under by this Agreement.
- 4.20 Merchant will not tender for acceptance by Depository Institution any sales drafts when Merchant has knowledge, or should have had knowledge, of (i) any invalidity or defense to the collectibility of such sales draft, or (2) invalidity or other irregularity of the MC/Visa Card under the restrictions imposed by subsection 4.1.1 hereof.
- 4.21 Merchant will require no special agreement, conditions or security from a Cardholder in connection with any sales draft and Merchant will establish a fair policy for the exchange and return of merchandise and adjustment of contracts involving merchant services.
- 4.22 Merchant will issue credit vouchers for any return of merchandise, refund, adjustment or cancellation of a transaction.
- 4.23 Merchant warrants that all transactions covered by this Agreement originated as a result of a transaction directly between the Cardholder and Merchant and Merchant will pay any fees assessed by Visa, MasterCard or Depository Institution because of improper Merchant activity.

- 4.24 Merchant agrees to not disclose Cardholder account number information to a third party. Further, Merchant agrees to store any material containing Cardholder account information in a secure manner or destroy such information at the proper time in a fashion which renders the data unreadable.
- 4.25 Merchant agrees to offer exclusively to Depository Institution for purchase sales drafts and credit vouchers in connection with sales of merchandise or services via Cards.
5. **Depository Institution's RESPONSIBILITIES**
- 5.1 Depository Institution will pay Merchant for sales drafts in accordance with the following:
- 5.1.1 Depository Institution will credit to the Merchant Transaction Account daily the total face amount of each sales draft accepted hereunder less fees for processing sales drafts as set forth on the attached Exhibit "CC-2". Sales drafts shall be accepted upon (i) their transmittal to Depository Institution via POST and (ii) verification that the amount of the sales draft does not exceed the prior authorization given to Merchant. All settlements with respect to such drafts shall be deemed provisional until the Cardholder's time period for disputing charges has elapsed.
- 5.1.2 All figures are subject to final auditing and checking by Depository Institution, and Merchant agrees that Depository Institution may make any corrections necessary to the Merchant Transaction Account without prior notice to Merchant, or may elect to return a deposit for Merchant's correction. Depository Institution will charge Merchant fees for auditing and making corrections as set forth in Exhibit "CC-2". The submission to Depository Institution of drafts will constitute an endorsement to Depository Institution by Merchant. Depository Institution is authorized to place Merchant's endorsement on any sales draft at any time if Depository Institution deems it necessary. Merchant waives notice of default or nonpayment, protest or notice of protest, demand for payment and any other demand or notice in connection with sales drafts submitted under this Agreement.
- 5.2 Depository Institution will debit the Merchant Transaction Account for refund(s). Depository Institution will charge Merchant fees for processing refunds as set forth in Exhibit "CC-2".
- 5.3 Depository Institution will provide Merchant with Modified Gateway Services for authorization of sales drafts on Third Party Cards in return for payment of the fees set forth on the attached Exhibit "CC-2". The provision of Modified Gateway Services is subject to any limitations which may be imposed by the issuers or authorization services of Third Party Cards. Depository Institution will have no obligation or liability whatsoever, whether actual or contingent, direct or consequential, for the form, content, accuracy, enforceability or authenticity of any transmission to or from Merchant via the Modified Gateway Services. Merchant will have a separate agreement with each Third Party Card issuer for reimbursement of sales drafts and authorization of sales drafts and credit vouchers.
- 5.4 The Merchant Transaction Account will be debited daily for all of the fees to be charged Merchant pursuant to this Section 5.
6. **SALE OF POSTS AND SALES IMPRINTERS**
- 6.1 Merchant will install, at its expense, only approved POSTS interconnected to the TRANSFUND System. Merchant will use TRANSFUND approved sales draft imprinters including validation plates or approved electronic printer. Such sale/purchase between Merchant and Depository Institution will be made in accordance with the terms of subsection 6.3 below.
- 6.2 Merchant will use sales draft imprinters which either (i) include validation plates provided by Depository Institution or (ii) are electronic printers approved by Depository Institution in Depository Institution's sole discretion. Merchant will purchase from Depository Institution and Depository Institution will sell to Merchant the number and type of sales draft imprinters which are agreed upon between Merchant and Depository Institution.
- 6.3 The following terms will apply to the sale and purchase of both POSTs and sales draft imprinters (the "Products"):
- 6.3.1 The total purchase price for the Products to be purchased initially will be as set forth on Exhibit "CC-2" hereto. The purchase price for Products purchased by Merchant during the term of this Agreement shall be set by Depository Institution from time to time, in Depository Institution's sole discretion.
- 6.3.2 Merchant is responsible for paying all personal property taxes, sales tax, and any other federal, state or local tax levied by a taxing entity measured upon the purchase price set forth herein, whether required by law to be paid by Depository Institution or Merchant. In the event the law imposes the tax on Depository Institution, Merchant will reimburse Depository Institution for such amount, in addition to the purchase price for the terminal as otherwise set forth in Exhibit "CC-2". In case of doubt as to the liability for any such tax, Depository Institution will allow Merchant, at Merchant's expense, to assume control of any litigation or proceeding relating to the documentation and settlement of such tax, provided that merchant will, upon final determination and settlement of such tax, reimburse Depository Institution for such tax including any interest charges or penalties accruing thereon.
- 6.3.3 The Products are purchased F.O.B. Depository Institution's main office, and title will transfer to Merchant at such office upon authorization of shipment to Merchant. Acceptance will be deemed to occur when Merchant uses The Products and the Products operate in a satisfactory manner.
- 6.3.4 Depository Institution warrants that it is the sole owner of the Products and at the time of delivery the Products are free of all liens and encumbrances. ALL OTHER IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, ARE HEREBY DISCLAIMED. AFTER ACCEPTANCE, THE GOODS ARE SOLD AS IS. THERE IS NO WARRANTY OF FITNESS FOR USE NOR WARRANTY THAT THE GOODS ARE FIT FOR THE PARTICULAR PURPOSE FOR WHICH THEY ARE BOUGHT.
- 6.3.5 Merchant will be responsible for the loss of any Product and for any damage resulting from improper handling, or operation, once the Products have been delivered.
- 6.3.6 Depository Institution will supply forms to be used as drafts and credit vouchers and other forms necessary for processing transactions.
7. **REIMBURSEMENTS**
- Merchant will reimburse Depository Institution, or at its option and without prior notice Depository Institution may charge Merchant's Transaction Account, for (i) the amount of any sales draft and (ii) any fees associated with processing the reimbursement, if:
- 7.1 merchandise is returned, or service is refused, whether or not a credit voucher is issued or delivered to Depository Institution;
- 7.2 any transaction exceeds the dollar limitation of the qualified Card;
- 7.3 Merchant has not received authorization for the transaction from Depository Institution;
- 7.4 the signature on the draft does not match the signature of the Cardholder;
- 7.5 it is alleged by any Person that the draft was prepared improperly or without authority;
- 7.6 the draft is illegible or incomplete;
- 7.7 the Cardholder disputes the sale, the quality or delivery of the merchandise or the performance or quality of the service covered by the draft, or otherwise alleges a billing error, or contends that the merchandise or service has not been accepted, or is in violation of, or fails to comply with, any appropriate law or regulation which controls the transaction;
- 7.8 Depository Institution for any reason receives a charge related to one or more of Merchant's sales transactions (including but not limited to chargebacks) because of Depository Institution Rules;
- 7.9 the Cardholder claims that the Cardholder did not participate in nor authorized the transaction, whether or not such transaction was authorized by the card issuer and/or by Depository Institution;

- 7.10 the draft was prepared or deposited in circumstances constituting a breach of Merchant's responsibility under this Agreement; or
- 7.11 the extension of credit for merchandise sold or services performed was in violation of law or the rules or regulations of any governmental agency.
8. **PAYMENTS AND COLLECTION RIGHTS**  
Depository Institution will have the sole right to receive payment on sales drafts it purchases, unless such payment is charged back to Merchant pursuant to Section 7. Merchant agrees not to sue or to make any collections thereon, except as may be specifically authorized by Depository Institution. In the event of such authorization, Merchant will hold all collections, if any, in trust for Depository Institution and deliver the same immediately upon request of Depository Institution.
9. **DISCOUNTS**  
Merchant will be entitled under the Fair Credit Billing Act to grant, or offer to grant, discounts for cash to Cardholders.
10. **COMPUTER CONNECTIONS**  
Depository Institution will use its best efforts to make the Depository Institution System operational and available to support Merchant access to Depository Institution on average during 98 percent of each calendar month. Merchant will use its best efforts to make its ATMS and/or POSTS operational and available to support the use of an Access Card on average during 98 percent of the business hours maintained by Merchant during each calendar month.
11. **EXCLUSIVE RELATIONSHIP**  
11.1 During the term of this Agreement and any extension or renewal hereof, Merchant shall not enter into an agreement or understanding with any other Person to provide Services to Merchant.
- 11.2 Nothing in this Agreement will be construed to prohibit Depository Institution from entering into arrangements with other Merchants to provide Services between Depository Institution and other Merchants.
- 11.3 Merchant's right to have access to the Depository Institution System is not exclusive or restrictive of similar rights or licenses which Depository Institution may grant to any other Person. Depository Institution makes no representation or warranty as to (I) the number, kind, location, or operation of POSTS owned or operated by Persons which now are or may become part of the Depository Institution System, (ii) the number, frequency, or type of Credit Card Transactions in which Cardholders may engage at POSTS owned or operated by Merchant or (iii) the number of Access Cards which are, or will be, a part of the MasterCard or Visa cardbase.
- 11.4 Depository Institution expressly reserves the right to decline to process transactions for any Financial Institution, Merchant, Access Card, or Person.
12. **PRIVACY**  
12.1 Except as otherwise provided in this Agreement, each party agrees to maintain the confidentiality of the other party's proprietary information and the privacy of information regarding Cardholders, Merchant, and Financial Institutions, except insofar as the transmission of such information is necessary or permitted under this Agreement.
- 12.2 Depository Institution's and Merchant's continuing obligations under this Agreement include those relating to privacy, as described herein, and will survive termination of this Agreement for a period of seven (7) years or as otherwise governed by state or federal law.
13. **AUDIT AND REVIEW**  
13.1 Merchant authorizes and directs Depository Institution to supply to any state or federal examining agency or external auditor of Merchant any information in Depository Institution's possession pursuant to this Agreement which is requested by such agency or auditor. Depository Institution is authorized to render reasonable cooperation and assistance in any examination of Merchant's books and records. Depository Institution will comply with any order of a court of competent jurisdiction directing the delivery of information pertaining to Merchant, or related information, in the possession of Depository Institution pursuant to this Agreement.
- 13.2 Upon receipt of any demand or request from a Person not mentioned in subsection 13.1 for information in the possession of Depository Institution pursuant to this Agreement, Depository Institution will promptly notify Merchant of such request or demand, unless notifying Merchant is prohibited by law. Depository Institution will comply with Merchant's instructions regarding release or nonrelease of such information unless the instructions are contrary to law.
- 13.3 Merchant agrees to pay Depository Institution reasonable charges for services performed in releasing information pursuant to subsections 13.1 and 13.2, on a "time-and-materials" basis.
- 13.4 Merchant authorizes and directs Depository Institution to supply to any state or federal examining agency or external auditor of Depository Institution any information in Depository Institution's possession pursuant to this Agreement which is requested by such agency or auditor.
14. **TERM**  
14.1 The initial term of this agreement will be one year from the date hereof.
- 14.2 This Agreement may be renewed for additional one (1) year terms upon mutual agreement of both parties.
15. **TERMINATION**  
15.1 Except as set forth below, this Agreement may be terminated by either Depository Institution or Merchant by written notice received ninety (90) days prior to the expiration of the initial or any subsequent term, as set forth in Article 14.
- 15.2 This Agreement may be terminated by Merchant as follows:  
15.2.1 Upon thirty days written notice to Depository Institution in the event of a material breach of this Agreement by Depository Institution. If, however, Depository Institution cures the breach within the thirty (30) day period after notice then this Agreement shall not terminate.  
15.2.2 Immediately upon verbal notice to Depository Institution, confirmed immediately in writing, in the event Depository Institution, (i) misuses Merchant trade name or service mark; (ii) commits an act of bankruptcy, becomes the subject of any proceeding under the Bankruptcy Act, or becomes insolvent; or (iii) violates the terms of this Agreement concerning privacy. Depository Institution will have no right to cure if this Agreement is terminated under this subsection.
- 15.3 This Agreement may be terminated by Depository Institution as follows:  
15.3.1 Upon thirty days written notice to Merchant in the event of a material breach of this Agreement by Merchant including, without limitation, any breach which in Depository Institution's sole opinion places Depository Institution at a substantial financial risk. If, however, Merchant cures the breach within the thirty (30) day period after notice then this Agreement shall not terminate. The following events, without limitation, will be considered to be material breaches; (I) Merchant's refusal to comply with any of the Depository Institution Rules; or (ii) Merchant's refusal to comply with any change in the Depository Institution Rules within a reasonable time frame, not to exceed thirty days.  
15.3.2 Immediately upon verbal notice to Merchant, confirmed immediately in writing in the event Merchant: (I) misuses any Depository Institution trade name or service mark or the trade name, service mark or trademark of Visa USA Inc. or MasterCard International Inc.; (ii) commits an act of bankruptcy, becomes the subject of any proceeding under the Bankruptcy Act, or becomes insolvent; or (iii) violates the terms of this Agreement concerning privacy. Merchant will have no right to cure if this Agreement is terminated under this subsection.  
15.3.3 Immediately upon verbal notice to Merchant, confirmed immediately in writing in the event: any federal or state law, regulation, court order, or administrative decision is enacted, promulgated, or issued during the term of this Agreement which, in the sole opinion of legal counsel for Depository Institution, prohibits Depository Institution from operating the Depository Institution System or from offering any of the Services provided for hereunder or prohibits Merchant from participating herein.

- 15.3.4 immediately by written notice, if Depository Institution determines that it is not in Depository Institution's best interest to continue the relationship. If Depository Institution elects and notifies Merchant in writing, Depository Institution may in lieu of termination suspend this Agreement, the Services to be provided under this Addendum, or any part thereof, for stated periods of time determined by Depository Institution.
- 15.4 The description of any default and any notice served by Depository Institution or Merchant hereunder will in no way preclude Depository Institution or Merchant from specifying additional or supplemental defaults in any action, arbitration, hearing, or suit relating to this Agreement or its termination.
- 15.5 Notwithstanding anything to the contrary contained in this Section, in the event any valid, applicable law, or regulation of a competent governmental authority having jurisdiction over this Agreement and the parties hereto will limit either party's rights of termination hereunder or will require longer periods than those set forth above, this Agreement will be deemed amended to conform to such laws and regulations. Both parties will not, however, be precluded from contesting the validity, enforceability, or application of such laws or regulations in any action, arbitration, hearing, or dispute relating to this Agreement or the termination thereof.
- 15.6 All rights of chargeback as described in the Depository Institution Rules and this Agreement will survive the termination of this Agreement.
16. **LIMITATION OF LIABILITY; INDEMNIFICATION**
- 16.1 Merchant will indemnify Depository Institution to the extent allowable by Oklahoma Law and hold harmless Depository Institution and its agents, officials and employees from and against any and all claims, losses, liabilities, damages, costs and expenses (excluding attorney's fees and costs) arising from Merchant's negligence or willful misconduct. Merchant shall not be liable to the degree or extent of damages, loss or expense determined to be the fault of Depository Institution.
- 16.2 Except as otherwise set forth in this Agreement, neither Depository Institution nor Merchant will be responsible or liable for acts of God, or actions or inactions by third parties (i.e., circumstances beyond Depository Institution's or Merchant's control, including, but not limited to utility failures, strikes, labor disputes, or communication failures).
- 16.3 Depository Institution shall not be liable for special, incidental or consequential damages that occur as a result of Merchant's negligence pursuant to this contract.
17. **AMENDMENT**
- 17.1 Depository Institution may amend the terms of the Depository Institution Rules from time to time. Depository Institution will give Merchant thirty (30) days advance written notice of any amendment in the terms of the Depository Institution Rules. Any change in the Depository Institution Rules mandated by statute or regulation may become effective within such longer or shorter period of time as is required by Depository Institution.
- 17.2 This Agreement, including, but not limited to this provision, may not be amended orally, but may be amended (I) by Depository Institution upon ten days written notice to Customer or (ii) by a written agreement executed by Depository Institution and Customer. No officer, employee or agent of Depository Institution has authority to amend this Agreement orally, or to waive the requirements of this provision.
18. **ASSIGNMENT**
- Merchant may not assign any rights or duties created by this Agreement, whether through sale, merger, or otherwise, without the express prior written consent of Depository Institution, which consent may be withheld for any reason or no reason at all.
19. **INTEGRATION OF AGREEMENT**
- This Agreement, its Exhibits, and the documents described herein constitute the entire agreement between the parties and supersedes all prior negotiations, understandings, representations, and agreements, if any. The parties acknowledge that they are entering into this Agreement as a result of their own independent investigation and not as a result of any representations of the other party, its agents, officers, or employees. Neither Depository Institution nor Merchant is representing, guaranteeing, or assuring any amount of income or revenue attributable to transaction fees, monthly support fees, or annual membership fees to the other party.
20. **COMPLIANCE WITH LAWS**
- 20.1 Depository Institution and Merchant will comply with all state and federal laws and regulations, as may be applicable to each party, including, but not limited to those set forth in Federal Reserve Board Regulations E (12 CFR Part 205) and Z (12 CFR Part 226). THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF OKLAHOMA, BUT GIVING EFFECT TO ALL APPLICABLE FEDERAL LAWS.
- 20.2 Depository Institution makes no warranty or representation that any of the Services are not in violation of any applicable regulations, orders, or court decision, and Depository Institution shall not be liable to Merchant for any costs, expense, damage, or liability incurred by Merchant as a result thereof. Merchant assumes full responsibility for compliance with all statutes, ordinances, regulations, orders, or court decisions (including both those now existing and those hereafter promulgated), applicable to the advertising or provision of the Services. No activity shall be conducted on the business premises of Merchant at which any POST is located pursuant to this Agreement which violates any statute, ordinance, or regulation in effect at the effective date of this Agreement or hereafter affecting the POSTS or the Depository Institution System.
21. **CARDHOLDERS ARE NOT THIRD PARTY BENEFICIARIES**
- This Agreement is for the sole and exclusive benefit of Depository Institution and Merchant. It will not be deemed to be for the direct and indirect benefit of Cardholders, or Financial Institutions, or to any other Person. Cardholders will not be deemed to be third party beneficiaries of this Agreement or to have any other contractual relationship with Depository Institution or Merchant by reason of this Agreement.
22. **SEVERABILITY**
- If any part of this Agreement is found to be unenforceable, the remaining portions of this Agreement will remain in full force and effect.
23. **WAIVER AND DELAY**
- In addition to their rights hereunder, Depository Institution and Merchant will have all of the rights, privileges, power, and remedies provided by law. Depository Institution and Merchant may delay enforcing their rights without losing them. Any waiver of a right by Depository Institution and Merchant will not be deemed to be a waiver of any other rights or of the same right at another time.
24. **NOTICE**
- Any notice required or permitted to be given hereunder will be in writing and will be governed upon the other party personally, or by the United States mail, postage prepaid. Any notice to Depository Institution will be addressed as follows:  
Any notice to Merchant will be addressed as follows:  
Either party may designate another address at any time by appropriate written notice to the other. Personal service will be effective upon delivery. Service of any notice or demand by mail will be deemed complete and will be effective from the time the same is deposited in the United States mail.
25. **CONSTRUCTION AND INTERPRETATION**
- 25.1 This agreement is to be construed according to and governed by the laws of the State of Oklahoma.
- 25.2 The titles and subtitles of the various sections and paragraphs of this Agreement are inserted for convenience and will not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, and conditions of this Agreement.
- 25.3 The language in all parts of this Agreement will in all cases be construed simply according to its fair meaning and not strictly for or against Depository Institution or Merchant.



25.4 It is agreed that if any provision of this Agreement will be determined to be void by any court of competent jurisdiction, then such determination will not affect any other provisions of this Agreement, all of which provisions will remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision will have the meaning which renders it valid.

IN WITNESS HEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**MERCHANT**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Depository Institution**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



## CONTRACT / AGREEMENT RENEWAL

Department: Tulsa County Assessor

Vendor: CoStar Realty Information Inc.

Describe Product / Service provided by this contract: Online subscription for Sales/Real Estate Data

Original CMF # 240218

Dated: 01/30/2017

Current CMF # 245224

Dated: 06/25/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year \* 2019 - 2020 and shall be effective upon full execution of this contract/agreement renewal. \***Note: Fiscal Year is July 1-June 30**

Vendor: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda



## CONTRACT / AGREEMENT RENEWAL

Department: Board of County Commissioners

Vendor: Lamar Companies

Describe Product / Service provided by this contract: \_\_\_\_\_

Sign location lease agreement

Original CMF # 228916

Dated: 08/26/2013

Current CMF # 244837

Dated: 06/04/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year \* 2019 - 2020 and shall be effective upon full execution of this contract/agreement renewal. \*Note: Fiscal Year is July 1-June 30

Vendor: *Pat Selock*

Printed Name: PAT SELOCK

Date: 6/18/19

Approved by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

RESOLUTION  
CONTRACT/AGREEMENT RENEWAL

Department: Tulsa County BOCC

Vendor: City of Bixby

Describe Product/Service provided by this contract: Extension of the FY2015

Contract for the Midland Addition Sidewalk Project using Tulsa County Urban County CDBG Funds.

Original CMF # 240671

Dated: 3/20/2017

Current CMF # 244980

Dated: 6/11/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year July 1, 2019 - June 30, 2020 and shall be effective upon full execution of this contract/agreement renewal.

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

ATTEST:

Date: 5/28/19

\_\_\_\_\_  
Michael Willis  
County Clerk

Jared Cottle  
Jared Cottle, City Manager, City of Bixby

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

RESOLUTION  
CONTRACT/AGREEMENT RENEWAL

Department: Tulsa County BOCC

Vendor: City of Bixby

Describe Product/Service provided by this contract: Extension of the FY2016

Contract for the Stanley Street Sidewalk Project using Tulsa County Urban County CDBG Funds.

Original CMF # 240672

Dated: 3/20/2017

Current CMF # 244981

Dated: 6/11/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year July 1, 2019 - June 30, 2020 and shall be effective upon full execution of this contract/agreement renewal.

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

ATTEST:

Date: 5/28/19

\_\_\_\_\_  
Michael Willis  
County Clerk

Jared Cottle  
Jared Cottle, City Manager, City of Bixby

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

RESOLUTION  
CONTRACT/AGREEMENT RENEWAL

Department: Tulsa County BOCC

Vendor: City of Bixby

Describe Product/Service provided by this contract: Extension of the FY2017

Contract for the Midland Addition Storm Sewer Project using Tulsa County Urban County CDBG Funds.

Original CMF # 242887

Dated: 10/9/2017

Current CMF # 244982

Dated: 6/11/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year July 1, 2019 - June 30, 2020 and shall be effective upon full execution of this contract/agreement renewal.

ATTEST:

Michael Willis  
County Clerk

Chairman, Board of County Commissioners  
Tulsa County

Date: 5/28/19

Jared Cottle  
Jared Cottle, City Manager, City of Bixby

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

RESOLUTION  
CONTRACT/AGREEMENT RENEWAL

Department: Tulsa County BOCC

Vendor: City of Bixby

Describe Product/Service provided by this contract: Extension of the FY2018

Contract for the East Needles Avenue Stormwater & New ADA Sidewalks project using Tulsa County Urban County CDBG Funds.

Original CMF # 246553

Dated: 12/3/2018

Current CMF # 246553

Dated: 12/3/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year July 1, 2019 - June 30, 2020 and shall be effective upon full execution of this contract/agreement renewal.

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

ATTEST:

Date: 5/28/19

\_\_\_\_\_  
Michael Willis  
County Clerk

Jared Cottle  
Jared Cottle, City Manager, City of Bixby

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

RESOLUTION  
CONTRACT/AGREEMENT RENEWAL

Department: Tulsa County BOCC

Vendor: City of Broken Arrow

Describe Product/Service provided by this contract: Extension of the FY2018

Contract for the East Detroit St. Rehabilitation using Tulsa County Urban County CDBG Funds.

Original CMF # 246094

Dated: 10/01/18

Current CMF # 246094

Dated: 10/01/18

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year July 1, 2019 - June 30, 2020 and shall be effective upon full execution of this contract/agreement renewal.

**APPROVED AS TO FORM:**

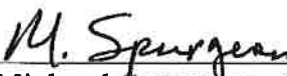

  
Deputy City Attorney

ATTEST:

\_\_\_\_\_  
Michael Willis  
County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

Date: \_\_\_\_\_

  
Michael Spurgeon, City Manager  
City of Broken Arrow  
ATTEST:  
  
(Seal) CITY CLERK

**NOTE:** Original to County Clerk for placement on Board of County Commissioners Meeting Agenda



RESOLUTION  
CONTRACT/AGREEMENT RENEWAL

Department: Tulsa County BOCC

Vendor: City of Sand Springs

Describe Product/Service provided by this contract: Extension of the FY2018

Contract for Ray Brown City Park Improvement Project using Tulsa County Urban County CDBG funds.

Original CMF # 246202

Dated: 10/15/2018

Current CMF # 246202

Dated: 10/15/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year July 1, 2019 - June 30, 2020 and shall be effective upon full execution of this contract/agreement renewal.

ATTEST:

Michael Willis  
County Clerk

Chairman, Board of County Commissioners  
Tulsa County

Date: 6-12-19

Elizabeth Gray  
Elizabeth Gray, City Manager,  
City of Sand Springs

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

RESOLUTION  
CONTRACT/AGREEMENT RENEWAL

Department: Tulsa County BOCC

Vendor: City of Sand Springs

Describe Product/Service provided by this contract: Extension of the FY2018

Contract for Ray Brown City Park Improvement Project using Tulsa County Urban County CDBG funds.

Original CMF # 246202

Dated: 10/15/2018

Current CMF # 246202

Dated: 10/15/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year July 1, 2019 - June 30, 2020 and shall be effective upon full execution of this contract/agreement renewal.

ATTEST:

Michael Willis  
County Clerk

Chairman, Board of County Commissioners  
Tulsa County

Date: 6-12-19

Elizabeth Gray  
Elizabeth Gray, City Manager,  
City of Sand Springs

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

RESOLUTION  
CONTRACT/AGREEMENT RENEWAL

Department: Tulsa County BOCC

Vendor: Town of Sperry

Describe Product/Service provided by this contract: Extension of the FY2017  
Contract for the Force Main Phase 2 Project using Tulsa County Urban County CDBG Funds.

Original CMF # 242996

Dated: 10/23/2017

Current CMF # 244987

Dated: 06/11/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year July 1, 2019 - June 30, 2020 and shall be effective upon full execution of this contract/agreement renewal.

ATTEST:

\_\_\_\_\_  
Michael Willis  
County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

Date: \_\_\_\_\_  
Debra Burch  
Debra Burch, Mayor,  
Town of Sperry

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

## **MEMORANDUM**

**TO:** Board of County Commissioners  
Attention: Chairman Karen Keith

**FROM:** Dan Pease  
Information Technology

**SUBJECT:** Resolution to Renew Contracts & Agreements

**DATE:** June 16, 2019

I am submitting for your approval the attached Resolution to Renew Contracts and Agreements between Tulsa County Information Technology and ConvergeOne, Inc. If you require additional information, please let me know.

ORIGINAL SENT TO WHITNEY ALEXANDER, BOCC SECRETARY, FOR PLACEMENT ON THE BOARD OF COUNTY COMMISSIONERS' MEETING AGENDA June 24, 2019.

Attachment

:tbc



## CONTRACT / AGREEMENT RENEWAL

Department: Information Technology

Vendor: OneNet

Describe Product / Service provided by this contract: \_\_\_\_\_

Annual Fee for Full Rack Colocation

Original CMF # 242424

Dated: 8/21/17

Current CMF # 245305

Dated: 7/2/18

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year \* 2019 - 2020 and shall be effective upon full execution of this contract/agreement renewal. \*Note: Fiscal Year is July 1-June 30

Vendor: \_\_\_\_\_  
Signature: [Signature]  
Printed Name: \_\_\_\_\_

Date: 6-10-19

Approved by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda





## CONTRACT / AGREEMENT RENEWAL

Department: Parks

Vendor: ARENASERVE

Describe Product / Service provided by this contract: Conession Management  
Agreement

Original CMF # 246036

Dated: 9/24/18

Current CMF # 246036

Dated: 9/24/18

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year \* 2019 - 2020 and shall be effective upon full execution of this contract/agreement renewal. \*Note: Fiscal Year is July 1-June 30

Vendor: ARENASERVE LLC

Printed Name: SIEGMUND BROWN <sup>FOR</sup> ARENASERVE <sub>LLC</sub> Date: 06.17.2019

Approved by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda





## CONTRACT / AGREEMENT RENEWAL

Department: Parks

Vendor: Bank of Oklahoma

Describe Product / Service provided by this contract: bond payment

Original CMF # 185409 Dated: 6/24/02

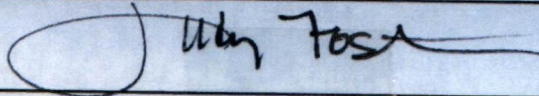
Current CMF # 244838 Dated: 5/29/18

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year \* 2019 - 2020 and shall be effective upon full execution of this contract/agreement renewal. \*Note: Fiscal Year is July 1-June 30

Vendor: BOKF, NA

Printed Name: BOKF NA Date: 5-20-21



Approved by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda





## CONTRACT / AGREEMENT RENEWAL

Department: Parks

Vendor: Bixby Area Rotors

Describe Product / Service provided by this contract: County Property Use Lease Agreement

Original CMF # 227560

Dated: 4/14/13

Current CMF # 244839

Dated: 5/29/18

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year \* 2019 - 2020 and shall be effective upon full execution of this contract/agreement renewal. \*Note: Fiscal Year is July 1-June 30

Vendor: Bixby Area Rotors

Printed Name: Charles Martin

Date: 5-20-19

Charles Martin

Approved by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda





## CONTRACT / AGREEMENT RENEWAL

Department: Parks

Vendor: Bridges Foundation

Describe Product / Service provided by this contract: Janitorial Services Agreement

Original CMF # 235595

Dated: 7/31/15

Current CMF # 245087

Dated: 6/8/18

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year \* 2019 - 2020 and shall be effective upon full execution of this contract/agreement renewal. \*Note: Fiscal Year is July 1-June 30

Vendor: The Bridges Foundation

Printed Name: Karie M. Jordan

Date: 06/10/2019

Karie M. Jordan, President & CEO

Approved by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

RESOLUTION NO. \_\_\_\_\_.  
CONTRACT/AGREEMENT RENEWAL

Department:               Parks

Vendors:                   City of Glenpool & South County Soccer Club

Describe Product/Service provided by this contract: USER AGREEMENT  
for Glenpool/South County Soccer Complex at 13800 S. Peoria, Glenpool,  
OK [as AMENDED TO EXCLUDE CONCESSION FACILITY and renewed].

Original CMF # 243799

Dated:       02/20/2018

Current CFM# 245678

Dated:       08/20/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms of the foregoing contract/agreement, as amended June 8, 2018, to exclude concession facility, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement, as renewed, shall be in full force and effect for the fiscal year 2019 - 2020.

\_\_\_\_\_  
Chairman, Board of County  
Commissioners, Tulsa County

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Willis  
County Clerk

Date: \_\_\_\_\_

Vendors:  
City of Glenpool

South County Soccer Club

\_\_\_\_\_  
Timothy Lee Fox, Mayor

Date

\_\_\_\_\_  
James Wilhite

Date

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

RESOLUTION NO. \_\_\_\_\_.  
CONTRACT/AGREEMENT RENEWAL

Department: Parks

Vendors: City of Glenpool and Lance & Michelle Cole

Describe Product/Service provided by this contract: USER AGREEMENT for Glenpool/South County Soccer Complex at 13800 S. Peoria, Glenpool, OK [CONCESSION FACILITY ONLY].

CMF # 245703

Dated: 08/20/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms of the foregoing contract/agreement, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement, as renewed, shall be in full force and effect for the fiscal year 2019 - 2020.

\_\_\_\_\_  
Chairman, Board of County  
Commissioners, Tulsa County

ATTEST:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Willis  
County Clerk

Vendors:  
City of Glenpool

Lance & Michelle Cole

\_\_\_\_\_  
Timothy Lee Fox, Mayor

Date

\_\_\_\_\_  
Lance Cole

Date

\_\_\_\_\_  
Michelle Cole

Date

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda





## CONTRACT / AGREEMENT RENEWAL

Department: Parks

Vendor: Pepsi

Describe Product / Service provided by this contract: Sponsorship Agreement

Original CMF # 239037

Dated: 8/16/16

Current CMF # 245088

Dated: 6/8/18

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect until October 1, 2019 and shall be effective upon full execution of this contract/agreement renewal. **\*Note:**

**Fiscal Year is July 1-June 30**

Vendor: Pepsi

Printed Name: Teresa Brook

Date: 6-19-19

Approved by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

# RESOLUTION CONTRACT/AGREEMENT RENEWAL

Department: SOCIAL SERVICES

Vendor: Community Service Council of Greater Tulsa

Describe Product/Service provided by this contract:  
Homeless Management Information - Technical Support

Original CMF#: 241824 Dated: June 26, 2017

Current CMF#: 241824 Dated: May 14, 2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year 2019 - 2020 and shall be effective upon full execution of this contract / agreement renewal.

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

## ATTEST:

\_\_\_\_\_  
Michael Willis  
County Clerk

Date: \_\_\_\_\_

Camela Porellas, CEO

Vendor Signature

**NOTE:** Original to County Clerk for placement on Board of County Commissioner's Meeting Agenda



# RESOLUTION CONTRACT/AGREEMENT RENEWAL

Department: SOCIAL SERVICES

Vendor: Douglas W. Holte, MD

Describe Product/Service provided by this contract:

Provides contracted medical services for JuvenileDetention and the Social Services Clinic

Original CMF#: 232447

Dated: September 8, 2014

Current CMF#: 245231

Dated: June 25, 2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year 2019 - 2020 and shall be effective upon full execution of this contract / agreement renewal.

Chairman, Board of County Commissioners  
**Tulsa County**

**ATTEST:**

Michael Willis  
County Clerk

Date: \_\_\_\_\_

Douglas W. Holte MD  
**Vendor Signature**

**NOTE:** Original to County Clerk for placement on Board of County Commissioner's Meeting Agenda



## **Purchasing Department**

### **A Department of the Tulsa County Budget Board**

Tulsa County Administration Bldg.  
500 South Denver  
Tulsa, Oklahoma 74103-3832  
P: 918.596.5022  
F: 918.596.4647

**Matney M. Ellis**  
Purchasing Director

June 19, 2019

Board of County Commissioners  
Tulsa County Administration Building  
Tulsa, Oklahoma 74103

We respectfully request the Board of County Commissioners advertise for Requests for Qualifications on behalf of the Juvenile Bureau for the following:

### **Architectural Services for Visitor Parking Lot at the Tulsa County Family Center for Juvenile Justice**

Specifications will be prepared by this department and Stonebridge Group, LLC. Submittals will be accepted until 4:00 PM on July 19th, 2019. Submittals will be opened at the Board of County Commission Meeting on the 22nd day of July, 2019. This bid shall advertise two (2) times.

Respectfully Yours,

**Matney M. Ellis**  
Purchasing Director

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the June 24, 2019 agenda.

# TULSA COUNTY INVENTORY RESOLUTION

Original to the County Clerk's Office for placement on the Board of County Commissioners meeting agenda for

6/24/19  
BOCC Meeting Date

WHEREAS, the following inventory has been (please mark one):

|                                 |  |                                      |
|---------------------------------|--|--------------------------------------|
| <input type="checkbox"/> LOST   | <input type="checkbox"/> LEASE-PURCHASE    | <input type="checkbox"/> TRANSFERRED |
| <input type="checkbox"/> SOLD   | <input type="checkbox"/> RENTAL            | <input type="checkbox"/> CONFISCATED |
| <input type="checkbox"/> STOLEN | <input checked="" type="checkbox"/> JUNKED | <input type="checkbox"/> _____       |

**From:** Don Newberry, Court Clerk

OLD ORG. NO. \_\_\_\_\_ S.A. & I NO. \_\_\_\_\_ SEQ. NO. \_\_\_\_\_ LOCATION \_\_\_\_\_

**To:** \_\_\_\_\_

NEW ORG. NO. \_\_\_\_\_ S.A. & I NO. \_\_\_\_\_ SEQ. NO. \_\_\_\_\_ LOCATION \_\_\_\_\_

**Item:** \_\_\_\_\_ 12950

**Serial No.:** JPQC6S1

**Description:** Dell Latitude E5520, Intel COR

**Comments:**

**BE IT RESOLVED** this change will be made in the records and filed with the Tulsa County Clerk and the computerized inventory program at County Management Information Systems (M.I.S.).

6/19/19  
Date

[Signature]  
Initiating Elected Official or Division Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Receiving Elected Official or Division Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Board of County Commissioners



| ASSET   | DESCRIPTION                         | SERIAL/PARCEL | DATE ACQ | ACQ COST |
|---------|-------------------------------------|---------------|----------|----------|
| 0005929 | FILE CABINET FIVE DRAWER            | 46161040137   | 06/28/74 | 124.50   |
| 11701   | RAPID PRINT MODEL AR-E TIME CLOCK W | 529053        | 08/20/10 | 605.00   |
| 11702   | RAPID PRINT MODEL AR-E TIME CLOCK W | 529054        | 08/20/10 | 605.00   |
| 11703   | RAPID PRINT MODEL AR-E TIME CLOCK W | 529055        | 08/20/10 | 605.00   |
| 11704   | RAPID PRINT MODEL AR-E TIME CLOCK W | 529056        | 08/20/10 | 605.00   |
| 11705   | RAPID PRINT MODEL AR-E TIME CLOCK W | 529057        | 08/20/10 | 605.00   |
| 12950   | DELL LATITUDE E5520, INTEL CORE I52 | JPQC6S1       | 04/27/12 | 1,505.26 |
| 12961   | DELL OPTIPLEX 990 SFF, INTEL CORE I | 7F70PS1       | 04/27/12 | 1,551.04 |
| 12968   | DELL OPTIPLEX 990 SFF, INTEL CORE I | 7F8WNS1       | 04/27/12 | 1,551.04 |

# TULSA COUNTY INVENTORY RESOLUTION

Original to the County Clerk's Office for placement on the Board of County Commissioners meeting agenda for

6/24/2019

BOCC Meeting Date

WHEREAS, the following inventory has been (please mark one):

- |                                 |  |                                      |
|---------------------------------|--|--------------------------------------|
| <input type="checkbox"/> LOST   | <input type="checkbox"/> LEASE-PURCHASE    | <input type="checkbox"/> TRANSFERRED |
| <input type="checkbox"/> SOLD   | <input type="checkbox"/> RENTAL            | <input type="checkbox"/> CONFISCATED |
| <input type="checkbox"/> STOLEN | <input checked="" type="checkbox"/> JUNKED | <input type="checkbox"/> _____       |

From: (DEPARTMENT / LOCATION) Tulsa County District Attorney's Office

To: (DEPARTMENT / LOCATION) JUNKED

Item Name/Description: See list below

Asset No.: Multiple

Tag No.: Multiple Serial No.: Multiple

Comments:

The items listed below need to be junked because they have become obsolete, are no longer used, and/or no longer functional.

BE IT RESOLVED this change shall be made in the records filed with the Tulsa County Clerk, and in the computerized inventory program for capital assets .

6/18/19

Date



Initiating Elected Official or Division Director

Date

Receiving Elected Official or Division Director

Date

Chairman, Board of County Commissioners

**Note:** Use for multiple items. If more space is required, make a copy of this form and attach to resolution.

| INVENTORY NOS.      | ITEM NAME/DESCRIPTION - SERIAL NO. - LOCATION INFORMATION - COMMENT(S) |
|---------------------|--|
| ASSET NO. 0004188   | Justware Prosecutor Software   |
| TAG NO. 22502390022 |  |
| ASSET NO. 0004189   | Justice Broker Software  |
| TAG NO. 22502390023 |  |
| ASSET NO. 0004190   | Justice Broker Adapter-OSBI Filing & Dis                               |
| TAG NO. 22502390024 |  |
| ASSET NO. 0004191   | Document Author Software (JDA)   |
| TAG NO. 22502390025 |  |
| ASSET NO. 0006605   | Panasonic FEH 14x Camcorder  |
| TAG NO. 51102050001 |  |
| ASSET NO. 0006621   | Hewlett Packard Flatbed Scanner  |
| TAG NO. 51102360210 |  |
| ASSET NO. 0006643   | Lexmark T634N Laser Printer  |
| TAG NO. 51102410028 |  |
| ASSET NO. 0006650   | Sony Digital 8 Deck Video  |
| TAG NO. 51106000005 |  |
| ASSET NO. 0006681   | Stylex High Back Management Task Chair W                               |
| TAG NO. 51501020296 |  |
| ASSET NO. 0006770   | Mobile Storage Cabinet 54" x 24" x 30"                                 |
| TAG NO. 51501090038 |  |
| ASSET NO. 0006835   | Minolta 2300 DL Magicolor Printer                                      |
| TAG NO. 51502360045 |  |
| ASSET NO.           |  |
| TAG NO.             |  |
| ASSET NO.           |  |
| TAG NO.             |  |
| ASSET NO.           |  |
| TAG NO.             |  |
| ASSET NO.           |  |
| TAG NO.             |  |
| ASSET NO.           |  |
| TAG NO.             |  |
| ASSET NO.           |  |
| TAG NO.             |  |
| ASSET NO.           |  |
| TAG NO.             |  |
| ASSET NO.           |  |
| TAG NO.             |  |

| ASSET   | DESCRIPTION                              | SERIAL/PARCEL | DATE ACQ | ACQ COST  |
|---------|--|---------------|----------|-----------|
| 0006605 | PANASONIC FEH 14X CAMCORDER              | LOSA10352     | 11/06/01 | 799.99    |
| 0006650 | SONY DIGITAL 8 DECK VIDEO                | S010012933-4  | 01/08/02 | 563.00    |
| 0006621 | HEWLETT PACKARD FLATBED SCANNER          | STW12GA0586   | 03/23/02 | 855.50    |
| 0006681 | STYLEX HIGH BACK MANAGEMENT TASK CHAIR W | 51501020296   | 03/05/03 | 511.04    |
| 0006835 | MINOLTA 2300 DL MAGICOLOR PRINTER        | 5311096226    | 04/30/03 | 812.00    |
| 0006770 | MOBILE STORAGE CABINET 54" X 24" X 30"   | 51001090038   | 07/11/03 | 757.14    |
| 0006643 | LEXMARK T634N LASER PRINTER              | 991BP2X       | 04/21/04 | 1,960.28  |
| 0004188 | JUSTWARE PROSECUTOR SOFTWARE             | 22502390022   | 12/19/07 | 98,600.00 |
| 0004189 | JUSTICE BROKER SOFTWARE                  | 22502390023   | 12/19/07 | 4,995.00  |
| 0004190 | JUSTICE BROKER ADAPTER-OSBI FILING & DIS | 22502390024   | 12/19/07 | 23,000.00 |
| 0004191 | DOCUMENT AUTHOR SOFTWARE (JDA)           | 22502390025   | 12/19/07 | 750.00    |

# TULSA COUNTY INVENTORY RESOLUTION

Original to the County Clerk's Office for placement on the Board of County Commissioners meeting agenda for

6/24/2019

BOCC Meeting Date

WHEREAS, the following inventory has been (please mark one):

- |                                 |  |                                      |
|---------------------------------|--|--------------------------------------|
| <input type="checkbox"/> LOST   | <input type="checkbox"/> LEASE-PURCHASE    | <input type="checkbox"/> TRANSFERRED |
| <input type="checkbox"/> SOLD   | <input type="checkbox"/> RENTAL            | <input type="checkbox"/> CONFISCATED |
| <input type="checkbox"/> STOLEN | <input checked="" type="checkbox"/> JUNKED | <input type="checkbox"/> _____       |

From: (DEPARTMENT / LOCATION) Tulsa County District Attorney's Office

To: (DEPARTMENT / LOCATION) Tulsa County Information Technology

Item Name/Description: See list below

Asset No.: Multiple

Tag No.: Multiple Serial No.: Multiple

Comments:

These items are not repairable or no longer in use. So they were donated to Tulsa County Information Technology.

BE IT RESOLVED this change shall be made in the records filed with the Tulsa County Clerk,  
and in the computerized inventory program for capital assets .

6/18/19

Date

E. M. [Signature]

Initiating Elected Official or Division Director

Date

Receiving Elected Official or Division Director

Date

Chairman, Board of County Commissioners

**Note:** Use for multiple items. If more space is required, make a copy of this form and attach to resolution.

| INVENTORY NOS.      | ITEM NAME/DESCRIPTION - SERIAL NO. - LOCATION INFORMATION - COMMENT(S) |
|---------------------|--|
| ASSET NO. 0004202   | Lexmark T633DTN  |
| TAG NO. 22502410024 |  |
| ASSET NO. 0004221   | Dell Latitude D830 Laptop Computer                                     |
| TAG NO. 22502410043 |  |
| ASSET NO. 11530     | Dell OPTIPLEX 780 SFF, Quad Core Process                               |
| TAG NO. 11530       |  |
| ASSET NO. 11744     | Dell OPTIPLEX 780 SFF, Quad Core Process                               |
| TAG NO. 11744       |  |
| ASSET NO. 12378     | Dell Latitude E6520 Laptop, Core I5                                    |
| TAG NO. 12378       |  |
| ASSET NO. 12382     | Dell Latitude E6520 Laptop, Core I5                                    |
| TAG NO. 12382       |  |
| ASSET NO. 12383     | Dell Latitude E6520 Laptop, Core I5                                    |
| TAG NO. 12383       |  |
| ASSET NO. 12384     | Dell Latitude E6520 Laptop, Core I5                                    |
| TAG NO. 12384       |  |
| ASSET NO. 12387     | Dell Optiplex 990 SSF, Core I5-2400                                    |
| TAG NO. 12387       |  |
| ASSET NO. 12410     | Dell Optiplex 990 SFF, Core I5-2400                                    |
| TAG NO. 12410       |  |
| ASSET NO. 12416     | Dell Optiplex 990MT, Core I7-2600 P                                    |
| TAG NO. 12416       |  |
| ASSET NO. 16200     | Latitude E6440, Windows 7 Professio                                    |
| TAG NO. 16200       |  |
| ASSET NO. 16202     | Latitude E6440, Windows 7 Professio                                    |
| TAG NO. 16202       |  |
| ASSET NO. 17924     | Fuji FI-6100 Col Prod SHTFEDSCAN                                       |
| TAG NO. 17924       |  |
| ASSET NO. 17927     | Fuji FI-6100 Col Prod SHTFEDSCAN                                       |
| TAG NO. 17927       |  |
| ASSET NO. 18365     | Fuji FI-6100 Col Prod SHTFEDSCAN                                       |
| TAG NO. 18365       |  |
| ASSET NO. 18393     | BTO HP 800 G1 17-4790 258 GB SSD 16                                    |
| TAG NO. 18393       |  |
| ASSET NO. 18395     | BTO HP 800 G1 17-4790 258 GB SSD 16                                    |
| TAG NO. 18395       |  |
| ASSET NO. 19158     | Fuji FI-6110 Col Prod SHTFEDSCAN                                       |
| TAG NO. 19158       |  |

| ASSET   | DESCRIPTION                              | SERIAL/PARCEL | DATE ACQ | ACQ COST |
|---------|--|---------------|----------|----------|
| 0004202 | LEXMARK T633DTN LASER PRINTER            | S790CYBR      | 05/08/06 | 1,624.43 |
| 0004221 | DELL LATITUDE D830 LAPTOP COMPUTER       | HVWKLH1       | 10/27/08 | 1,264.59 |
| 11530   | DELL OPTIPLEX 780 SFF, QUAD CORE PROCESS | 135THM1       | 05/05/10 | 1,220.52 |
| 11744   | DELL OPTIPLEX 780 SFF, QUAD CORE PR      | JHGGNN1       | 11/18/10 | 1,309.74 |
| 12378   | DELL LATITUDE E6520 LAPTOP, CORE I5      | FKHJ3R1       | 09/11/11 | 1,377.46 |
| 12382   | DELL LATITUDE E6520 LAPTOP, CORE I5      | 9JHJ3R1       | 09/11/11 | 1,377.46 |
| 12383   | DELL LATITUDE E6520 LAPTOP, CORE I5      | JKHJ3R1       | 09/11/11 | 1,377.46 |
| 12384   | DELL LATITUDE E6520 LAPTOP, CORE I5      | FJHJ3R1       | 09/11/11 | 1,377.46 |
| 12387   | DELL OPTIPLEX 990 SFF, CORE I5-2400      | HTXP1R1       | 09/21/11 | 1,256.23 |
| 12410   | DELL OPTIPLEX 990 SFF, CORE I5-2400      | HVOH1R1       | 09/21/11 | 1,256.23 |
| 12416   | DELL OPTIPLEX 990MT, CORE I7-2600 P      | J3DQOR1       | 09/21/11 | 1,526.27 |
| 16200   | LATITUDE E6440, WINDOWS 7 PROFESSIO      | J23TVZ1       | 02/24/14 | 1,719.90 |
| 16202   | LATITUDE E6440, WINDOWS 7 PROFESSIO      | 6D2TVZ1       | 02/24/14 | 1,719.90 |
| 17924   | FUJI FI-6100 COL PROD SHTFEDSCAN         | ACRHA21762    | 04/22/15 | 675.00   |
| 17927   | FUJI FI-6100 COL PROD SHTFEDSCAN         | ACRHA21775    | 04/22/15 | 675.00   |
| 18365   | FUJI FI-6100 COL PROD SHTFEDSCAN         | ACRHC02968    | 09/16/15 | 653.61   |
| 18393   | BTO HP 800 G1 17-4790 258 GB SSD 16      | MXL53811PC    | 09/28/15 | 1,104.00 |
| 18395   | BTO HP 800 G1 17-4790 258 GB SSD 16      | MXL53811PF    | 09/28/15 | 1,104.00 |
| 19158   | FUJI FI-6110 COL PROD SHTFEDSCAN         | ACRHC10599    | 02/17/16 | 707.78   |

# TULSA COUNTY INVENTORY RESOLUTION

Original to the County Clerk's Office for placement on the Board of County Commissioners meeting agenda for

6/24/2019

BOCC Meeting Date

WHEREAS, the following inventory has been (please mark one):

- |                                 |  |                                      |
|---------------------------------|--|--------------------------------------|
| <input type="checkbox"/> LOST   | <input type="checkbox"/> LEASE-PURCHASE    | <input type="checkbox"/> TRANSFERRED |
| <input type="checkbox"/> SOLD   | <input type="checkbox"/> RENTAL            | <input type="checkbox"/> CONFISCATED |
| <input type="checkbox"/> STOLEN | <input checked="" type="checkbox"/> JUNKED | <input type="checkbox"/> _____       |

From: (DEPARTMENT / LOCATION) Tulsa County District Attorney's Office

To: (DEPARTMENT / LOCATION) JUNKED

Item Name/Description: See list below

Asset No.: Multiple

Tag No.: Multiple Serial No.: Multiple

Comments:

Our DA Supervision office moved from 201 W. 5<sup>th</sup> St., Tulsa, OK to the first floor of the courthouse. Due to that, they had a lot of furniture that was no longer needed.

BE IT RESOLVED this change shall be made in the records filed with the Tulsa County Clerk,  
and in the computerized inventory program for capital assets .

6/18/19

Date



Initiating Elected Official or Division Director

Date

Receiving Elected Official or Division Director

Date

Chairman, Board of County Commissioners



**Note:** Use for multiple items. If more space is required, make a copy of this form and attach to resolution.

| INVENTORY NOS.         | ITEM NAME/DESCRIPTION - SERIAL NO. - LOCATION INFORMATION - COMMENT(S) |
|------------------------|--|
| ASSET NO.<br>0004133   | HON 855L Lateral File Cabinet, 5-Opening                               |
| TAG NO.<br>22501040046 |  |
| ASSET NO.<br>0004134   | HON 855L Lateral Cabinet, 5-Opening                                    |
| TAG NO.<br>22501040016 |  |
| ASSET NO.<br>0004141   | JSI Executive Desk   |
| TAG NO.<br>22501040017 |  |
| ASSET NO.<br>0004147   | JSI Storage Credenza   |
| TAG NO.<br>22501090001 |  |
| ASSET NO.<br>0004149   | JSI Computer Stand   |
| TAG NO.<br>22501090003 |  |
| ASSET NO.<br>0004150   | JSI Computer Stand   |
| TAG NO.<br>22501090004 |  |
| ASSET NO.<br>0004151   | JSI Computer Stand   |
| TAG NO.<br>22501090005 |  |
| ASSET NO.<br>0006549   | Lateral File Cabinet 2 Drawer Locking                                  |
| TAG NO.<br>51101040156 |  |
| ASSET NO.<br>0006553   | Lateral File Cabinet 2 Drawer Locking                                  |
| TAG NO.<br>5110104160  |  |
| ASSET NO.<br>0006554   | Lateral File Cabinet 2 Drawer Locking                                  |
| TAG NO.<br>51101040161 |  |
| ASSET NO.<br>0006555   | Lateral File Cabinet 2 Drawer Locking                                  |
| TAG NO.<br>51101040162 |  |
| ASSET NO.<br>0006557   | Lateral File Cabinet 2 Drawer Locking                                  |
| TAG NO.<br>51101040164 |  |
| ASSET NO.<br>0006559   | Lateral File Cabinet 2 Drawer Locking                                  |
| TAG NO.<br>51101040166 |  |
| ASSET NO.<br>0006594   | Steelcase 4 Drawer Lateral File w/ Lock                                |
| TAG NO.<br>51101040203 |  |
| ASSET NO.<br>0006595   | Steelcase 4 Drawer Lateral File w/ Lock                                |
| TAG NO.<br>51101040204 |  |
| ASSET NO.<br>0006600   | Oak Desk w/ Right Return   |
| TAG NO.<br>51101050031 |  |
| ASSET NO.<br>0006601   | 36" Walnut Executive Desk  |
| TAG NO.<br>51101050032 |  |
| ASSET NO.<br>0006602   | Walnut Credenza 24" x 72"  |
| TAG NO.<br>5110105003  |  |
| ASSET NO.              |  |
| TAG NO.                |  |

| ASSET   | DESCRIPTION                              | SERIAL/PARCEL | DATE ACQ | ACQ COST |
|---------|--|---------------|----------|----------|
| 0006549 | LATERAL FILE CABINET 2 DRAWER LOCKING    | 51101040156   | 07/10/98 | 604.20   |
| 0006553 | LATERAL FILE CABINET 2 DRAWER LOCKING    | 51101040160   | 07/10/98 | 604.20   |
| 0006554 | LATERAL FILE CABINET 2 DRAWER LOCKING    | 51101040161   | 07/10/98 | 604.20   |
| 0006555 | LATERAL FILE CABINET 2 DRAWER LOCKING    | 51101040162   | 07/10/98 | 604.20   |
| 0006557 | LATERAL FILE CABINET 2 DRAWER LOCKING    | 51101040164   | 07/10/98 | 604.20   |
| 0006559 | LATERAL FILE CABINET 2 DRAWER LOCKING    | 51101040166   | 07/10/98 | 604.20   |
| 0006594 | STEELCASE 4 DRAWER LATERAL FILE W/LOCK   | 51101040203   | 04/02/02 | 598.00   |
| 0006595 | STEELCASE 4 DRAWER LATERAL FILE W/LOCK   | 51101040204   | 04/02/02 | 598.00   |
| 0006600 | OAK DESK W/RIGHT RETURN                  | 51101050031   | 04/12/02 | 1,021.00 |
| 0006601 | 36" WALNUT EXECUTIVE DESK                | 51101050032   | 04/12/02 | 899.00   |
| 0006602 | WALNUT CREDENZA 24" X 72"                | 51101050033   | 04/12/02 | 899.00   |
| 0004141 | JSI EXECUTIVE DESK                       | 22501050001   | 07/06/05 | 1,410.00 |
| 0004147 | JSI STORAGE CREDENZA                     | 22501090001   | 07/06/05 | 1,385.00 |
| 0004149 | JSI COMPUTER STAND                       | 22501090003   | 07/06/05 | 650.00   |
| 0004150 | JSI COMPUTER STAND                       | 22501090004   | 07/06/05 | 650.00   |
| 0004151 | JSI COMPUTER STAND                       | 22501090005   | 07/06/05 | 650.00   |
| 0004133 | HON 855L LATERAL FILE CABINET, 5-OPENING | 22501040016   | 12/19/06 | 738.28   |
| 0004134 | HON 855L LATERAL FILE CABINET, 5-OPENING | 22501040017   | 12/19/06 | 738.28   |

# TULSA COUNTY INVENTORY RESOLUTION

Original to the County Clerk's Office for placement on the Board of County Commissioners meeting agenda for

6/24/19  
BOCC Meeting Date

WHEREAS, the following inventory has been (please mark one):

- |                                 |  |                                      |
|---------------------------------|--|--------------------------------------|
| <input type="checkbox"/> LOST   | <input type="checkbox"/> LEASE-PURCHASE    | <input type="checkbox"/> TRANSFERRED |
| <input type="checkbox"/> SOLD   | <input type="checkbox"/> RENTAL            | <input type="checkbox"/> CONFISCATED |
| <input type="checkbox"/> STOLEN | <input checked="" type="checkbox"/> JUNKED | <input type="checkbox"/> _____       |

From: (DEPARTMENT / LOCATION) OSU Extension - Tulsa County

To: (DEPARTMENT / LOCATION) \_\_\_\_\_

Item Name/Description: Canon Imagerunner 5065/Copying & Fax

Asset No.: 41037

Tag No.: 31002130006 Serial No.: CHV02809

Comments:

BE IT RESOLVED this change shall be made in the records filed with the Tulsa County Clerk,  
and in the computerized inventory program for capital assets.

6-17-19  
Date

Mary R. McLaughlin  
Initiating Elected Official or Division Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Receiving Elected Official or Division Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Board of County Commissioners

| ASSET   | DESCRIPTION            | SERIAL/PARCEL | DATE ACQ | ACQ COST  |
|---------|------------------------|---------------|----------|-----------|
| 0004637 | CANON IMAGERUNNER 5065 | CHV02809      | 06/23/08 | 10,388.24 |

# TULSA COUNTY INVENTORY RESOLUTION

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6/24/19  
BOCC Meeting Date

WHEREAS, the following inventory has been (please mark one):

- |  |   |                                      |
|--|---|--------------------------------------|
| <input checked="" type="checkbox"/> LOST | <input type="checkbox"/> LEASE-PURCHASE | <input type="checkbox"/> TRANSFERRED |
| <input type="checkbox"/> SOLD            | <input type="checkbox"/> RENTAL         | <input type="checkbox"/> CONFISCATED |
| <input type="checkbox"/> STOLEN          | <input type="checkbox"/> JUNKED         | <input type="checkbox"/> _____       |

From: (DEPARTMENT / LOCATION) OSU Extension - Tulsa County

To: (DEPARTMENT / LOCATION) \_\_\_\_\_

Item Name/Description: Educational Display Animal set of 4

Asset No.: 4687

Tag No.: 31006460003 Serial No.: same/31006460003

Comments:

Unable to locate.

BE IT RESOLVED this change shall be made in the records filed with the Tulsa County Clerk,  
and in the computerized inventory program for capital assets.

6-17-19  
Date

Mary R. McKaughan  
Initiating Elected Official or Division Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Receiving Elected Official or Division Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Board of County Commissioners

| ASSET   | DESCRIPTION                         | SERIAL/PARCEL | DATE ACQ | ACQ COST |
|---------|-------------------------------------|---------------|----------|----------|
| 0004687 | EDUCATIONAL DISPLAY ANIMAL SET OF 4 | 31006460003   | 03/30/99 | 825.00   |

**TULSA COUNTY**  
**PURCHASING**  
**DEPARTMENT**

V# 1313 (FENSCO INC)  
BLANKET # 4301-017-0000  
V# 25794 (UTILITY SUPPLY CO)  
BLANKET # 4301-018-0000  
V# 8414 (FERGUSON WATERWORKS)  
BLANKET # 4301-019-0000  
V# 28818 (FRONTLINE)  
BLANKET # 4301-020-0000  
V # 27086 (HD SUPPLY)  
BLANKET # 4301-021-0000

B # 1427  
V# 27983 (ADVANCED DRAINAGE)  
BLANKET # 4301-010-0000

# MEMO

DATE: JUNE 19, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MATNEY M. ELLIS  
PURCHASING DIRECTOR



SUBJECT: SOLE SOURCE DESIGNATION-ADVANCED DRAINAGE SYSTEMS

THE TULSA COUNTY PURCHASING DEPARTMENT AND THE TULSA COUNTY ENGINEERING DEPARTMENT RESPECTFULLY REQUEST THAT THE BOARD OF COUNTY COMMISSIONERS TO APPROVE THE ATTACHED "REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES" AND SOLE SOURCE DESIGNATION TO ADVANCED DRAINAGE SYSTEMS, INC.

ADVANCED DRAINAGE SYSTEMS  
4640 TRUEMAN BLVD.  
HILLIARD, OHIO 43026  
ATTN: GARRETT KLINGLER

ADVANCED DRAINAGE SYSTEMS IS THE SOLE SOURCE PROVIDER FOR "HP STORM" PIPE FOR THE GRAVITY FLOW CONVEYANCE APPLICATIONS. "HP STORM" IS THE PRODUCT NAME FOR THE POLYPROPYLENE (PP) PIPES THAT IS MANUFACTURED SPECIFICALLY FOR STORMWATER CONVEYANCE APPLICATIONS. ADVANCED DRAINAGE SYSTEMS PATENTED MANUFACTURING TECHNOLOGY, MAKES ADVANCED DRAINAGE SYSTEMS THE ONLY MANUFACTURER THAT MARKETS THIS POLYPROPYLENE PRODUCT IN OKLAHOMA.

THE PRICING HAS BEEN ESTABLISHED AND SET BY ADVANCED DRAINAGE SYSTEMS SO THAT THE COSTS TO TULSA COUNTY WOULD BE THE SAME FROM ANY OF THE FOLLOWING NAMED DISTRIBUTORS.

FENSCO, INC., UTILITY SUPPLY CO.-TULSA, FERGUSON WATERWORKS, FORTILINE  
WATERWORKS, H D SUPPLY WATERWORKS LTD

THIS REQUEST IS RESPECTFULLY SUBMITTED FOR YOUR APPROVAL.

MME/jdf

ATTACHMENTS

ORIGINAL: MICHAEL WILLIS, COUNTY CLERK FOR THE JUNE 24, 2019 AGENDA

## **List of Pipe Distributors for Advanced Drainage Systems in Tulsa Area**

**FENSCO, INC.  
1983 N. BIRCH  
PO BOX 934  
JENKS, OK 74037  
ATTN: MIKE NICKLE  
(918) 298-4844**

**Vendor # 1313**

**UTILITY SUPPLY CO.-TULSA  
19711 E. 6th STREET  
TULSA OK 74108  
ATTN: RICK STILES  
(918) 266-0209**

**Vendor # 25794**

**FERGUSON WATERWORKS  
1820 N. WILLOW AVE  
BROKEN ARROW, OK 74012  
ATTN: JEFF WITHERS  
(918) 459-9536**

**Vendor # 8414**

**FORTLINE  
8227 W. 81st STREET SOUTH  
TULSA, OK 74131  
ATTN: JERRY CLEMONS  
(918) 445-0005**

**Vendor # 28818**

**HD SUPPLY  
14701 E. 116th STREET NORTH  
OWASSO, OK 74055  
ATTN: KENDAL CORE  
(918) 586-7100**

**Vendor # 27086**



# REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES

DATE: JUNE 19, 2019

## TO THE BOARD OF COUNTY COMMISSIONERS

It is recommended that soliciting bids/quotes be waived on the following request of  
TULSA COUNTY ENGINEERING DEPARTMENT for the reason(s) stated below.

REQUESTING DEPARTMENT



PURCHASING DIRECTOR

MATNEY M. ELLIS

↑ Emergency

■ Sole manufacturer (*must* be documented).

↑ Sole supplier (*must* be documented).

↑ Other products of similar nature are incompatible with existing products.

↑ Purchase of similar products will adversely affect warranty, guarantee or service agreement on existing products.

↑ \_\_\_\_\_

### Description:

ADVANCED DRAINAGE SYSTEMS IS THE SOLE SOURCE PROVIDER FOR "HP STORM" PIPE FOR THE GRAVITY FLOW CONVEYANCE APPLICATIONS. "HP STORM" IS THE PRODUCT NAME FOR THE POLYPROPYLENE (PP) PIPE THAT WE MANUFACTURE SPECIFICALLY FOR STORMWATER CONVEYANCE APPLICATIONS. ADVANCED DRAINAGE SYSTEMS PATENTED MANUFACTURING TECHNOLOGY MAKES ADVANCED DRAINAGE SYSTEMS THE ONLY MANUFACTURER THAT MARKETS THIS POLYPROPYLENE PRODUCT IN OKLAHOMA.

ADVANCED DRAINAGE SYSTEMS  
4640 TRUEMAN BLVD.  
HILLIARD, OHIO 43026  
ATTN: GARRETT KLINGLER

(614) 658-0050 PHONE  
(800) 733-7473 PHONE  
[garrett.kingler@ads-pipe.com](mailto:garrett.kingler@ads-pipe.com)

↑ Waiver of bidding or quoting process is approved.

↑ Waiver of bidding or quoting is *not* justified.  
Standard bidding or quoting will be followed.

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
DATE



# Tulsa County Purchasing

## Sole Source or Sole Brand Acquisition Certification

Date: 06/07/2019

County Department: ENGINEERING

Supplier Name: ADVANCED DRAINAGE SYSTEMS

Supplier Address: 4640 TRUEMAN BLVD. HILLIARD, OH 43026

Supplier Phone: (614) 658-0050 (800) 733-7473

I hereby affirm that pursuant to the provisions of the attached requisition or contract that

ADVANCED DRAINAGE SYSTEMS

(Name of Supplier)

is the only person or business entity singularly qualified to provide the acquisition, and if a product is the only brand or product which is unique, for the following reasons:

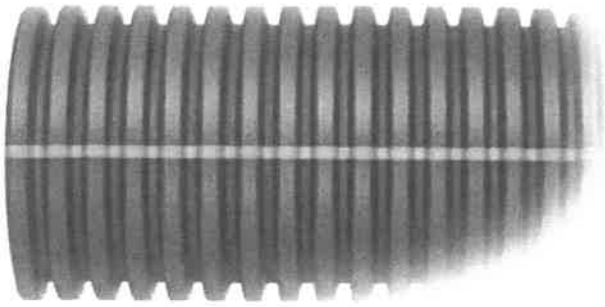
ADVANCED DRAINAGE SYSTEMS IS THE SOLE SOURCE PROVIDER FOR "HP STORM" PIPE FOR GRAVITY FLOW CONVEYANCE APPLICATIONS. "HP STORM" IS THE PRODUCT NAME FOR THE HIGH-DENSITY POLYPROPYLENE (PP) PIPE THAT IS MANUFACTURED SPECIFICALLY FOR STORMWATER CONVEYANCE APPLICATIONS. ADVANCED DRAINAGE SYSTEMS' PATENTED MANUFACTURING TECHNOLOGY MAKES ADVANCED DRAINAGE SYSTEMS THE ONLY MANUFACTURER THAT MARKETS THIS POLYPROPYLENE PRODUCT IN OKLAHOMA.

The following is a brief description of all efforts which were made to verify that the services or products to be purchased pursuant to the provisions of the attached requisition or contract qualify as a sole source or sole brand acquisition:

AN INTERNET SEARCH CONCLUDES THAT ADVANCED DRAINAGE SYSTEMS (ADS) IS THE ONLY SUPPLIER IN THE UNITED STATES FOR HIGH-DENSITY POLYPROPYLENE STORMWATER PIPE.

I understand that the signing of this certification knowing such information to be false may subject me to punishment for perjury.

  
(Signature of Certifying Officer)



THE MOST ADVANCED NAME IN DRAINAGE SYSTEMS



Tulsa County  
Purchasing Coordinator  
500 South Denver, 3<sup>rd</sup> Floor  
Tulsa, OK 74103

June 14, 2019

RE: Polypropylene Pipe Sol Source Affidavit

To whom it may concern,

Thank you again for continuing the approval of "HP Storm" pipe for your gravity flow conveyance applications. "HP Storm" is the ADS product name for polypropylene (PP) pipe manufactured specifically for gravity flow stormwater conveyance. Currently, Advanced Drainage Systems, Inc. (ADS) is the only manufacturer that currently supplies a corrugated polypropylene pipe product used specifically in stormwater applications in Oklahoma.

I have attached our latest ADS brochure on the "HP Storm" product to this letter. This letter covers the material approvals and features of our patented pipe product.

If you have questions or would like further clarification, please feel free to reach out to me at [garrett.klingler@ads-pipe.com](mailto:garrett.klingler@ads-pipe.com) or at 816-401-7559

Thank you,

Garrett B. Klingler, P.E.  
Engineered Products Manager  
5724 Cherry Street  
Kansas City, MO 64110  
816-401-7559  
[Garrett.klingler@ads-pipe.com](mailto:Garrett.klingler@ads-pipe.com)

---

**TULSA COUNTY**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**PURCHASING**  
**DEPARTMENT**

---

VENDOR#: 23245  
CC#: 2200 010 0000

# MEMO

DATE: JUNE 19, 2019  
TO: BOARD OF COUNTY COMMISSIONERS

FROM: MATNEY M. ELLIS  
PURCHASING DIRECTOR



SUBJECT: SOLE SOURCE DESIGNATION-EPISERVER, INC.

THE TULSA COUNTY PURCHASING DEPARTMENT AND TULSA COUNTY INFORMATION TECHNOLOGY DEPARTMENT RESPECTFULLY REQUESTS THE BOARD OF COUNTY COMMISSIONERS APPROVE THE ATTACHED "REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES" AND SOLE SOURCE DESIGNATION TO EPISERVER, INC.

EPISERVER, INC.  
542 AMHERST STREET, ROUTE 101A  
NASHUA, NH 03063-1016  
ATTN: KIMBERLY REAGAN

EPISERVER, INC. IS THE SOLE SOURCE FOR THE CMS400 NET PROFESSIONAL SOFTWARE, UPGRADES AND MAINTENANCE LICENSE.

THIS REQUEST IS RESPECTFULLY SUBMITTED FOR YOUR APPROVAL.

MME/jdf

ATTACHMENT

ORIGINAL: MICHAEL WILLIS, COUNTY CLERK FOR THE JUNE 24, 2019 AGENDA

# REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES

DATE: JUNE 19, 2019

## TO THE BOARD OF COUNTY COMMISSIONERS

It is recommended that soliciting bids/quotes be waived on the following request of  
TULSA COUNTY INFORMATION TECHNOLOGY DEPARTMENT for the reason(s) stated below:

REQUESTING DEPARTMENT



PURCHASING DIRECTOR

MATNEY M. ELLIS

- ↑ Emergency
- ↑ Sole manufacturer (*must* be documented).
- Sole supplier (*must* be documented).
- ↑ Other products of similar nature are incompatible with existing products.
- ↑ Purchase of similar products will adversely affect warranty, guarantee or service agreement on existing products.

↑

### Description:

EPISERVER, INC. IS THE SOLE SOURCE FOR THE CMS400 NET PROFESSIONAL SOFTWARE, UPGRADES AND MAINTENANCE LICENSE.

EPISERVER, INC.  
542 AMHERST STREET, ROUTE 101A  
NASHUA, NH 03063-1016  
ATTN: KIMBERLY REAGAN

KIMBERLY.REAGAN@EPISERVER.COM  
www.episerver.com  
(603) 594-2049 PHONE

- ↑ Waiver of bidding or quoting process is approved.
- ↑ Waiver of bidding or quoting is *not* justified.  
Standard bidding or quoting will be followed.

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
DATE



# Tulsa County Purchasing

## Sole Source or Sole Brand Acquisition Certification

Date: 06/07/2019

County Department: INFORMATION TECHNOLOGY

Supplier Name: EPISERVER, INC

Supplier Address: 542 AMHERST STREET, ROUTE 101A

Supplier Phone: 603-594-0249

I hereby affirm that pursuant to the provisions of the attached requisition or contract that

EPISERVER, INC  
(Name of Supplier)

is the only person or business entity singularly qualified to provide the acquisition, and if a product is the only brand or product which is unique, for the following reasons:

SOLE PROVIDER OF SOFTWARE MAINTENANCE FOR CMS-400 ENTERPRISE LICENSE. ANY PURCHASE, UPGRADE, OR MAINENANCE RENEWAL MUST BE PURCHASED THROUGH EPISERVER IN ORDER TO RECEIVE AND SUPPORT THE LICENSE.

The following is a brief description of all efforts which were made to verify that the services or products to be purchased pursuant to the provisions of the attached requisition or contract qualify as a sole source or sole brand acquisition:

THIS IS THE CONTENT MANAGEMENT SOFTWARE FOR ALL TULSA COUNTY'S WEB SITES MANAGED BY TULSA COUNTY. THIS PRODUCT IS NEEDED FOR CONSISTANCY, EDITING AND MANAGEMENT.

I understand that the signing of this certification knowing such information to be false may subject me to punishment for perjury.

**Dan Pease**

Digitally signed by Dan Pease  
DN: cn=Dan Pease, o=Tulsa County,  
ou=Information Technology,  
email=dpease@tulsacounty.org, c=US  
Date: 2019.06.07 12:52:18 -05'00'

(Signature of Certifying Officer)

**Episerver Americas / APAC HQ**  
542 Amherst Street  
Nashua, NH 03063  
USA  
+1 603 594 0249  
www.episerver.com

**EMEA HQ**  
Regeringsgatan 67  
Box 7007  
103 86 Stockholm, Sweden

+46 8 55 58 27 00  
www.episerver.com  
556208-3435

1 / 1

**June 17, 2019**

Jessica Freeman  
Tulsa County Purchasing Department  
500 S. Denver Avenue, Room 322-A  
Tulsa, OK 74103

**RE: Sole Source Software from Episerver, Inc.**

Dear Jessica,

This letter is to confirm that Episerver, Inc. (formerly Ektron, Inc.) is the sole provider of software maintenance for CMS 400 Enterprise license. Any purchase, upgrade, or maintenance renewal must be purchased through Episerver in order to receive and support the license.

Sincerely,



Peter Yeung

VP, General Counsel & Global Data Protection

**TULSA  
COUNTY  
Engineering  
Division**

## **MEMORANDUM**

**DATE:** June 17, 2019

**TO:** Board of County Commissioners

**FROM:** Tom Rains, County Engineer



**SUBJECT:** Utility permit for Oklahoma Natural Gas Company

---

We present for your approval a utility permit for Oklahoma Natural Gas Company to cross S 126<sup>th</sup> St N approximately 2.20 mi W & 1.01 mi N of the US Hwy 169 & St Hwy 20.

Installation will be by boring a 6" natural gas pipeline.

**TR:bd**  
**Attachments**

**Original:** Michael Willis, County Clerk, for the June 24, 2019 Agenda

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TULSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

UTILITY PERMIT

NO. \_\_\_\_\_

TYPE OF INSTALLATION: Natural Gas Pipeline

This authority executed in the original and three copies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By the Tulsa County Board of Commissioners, hereinafter called the "COUNTY", witnessed:

That the COUNTY does by these presents, grant to:

Applicant Oklahoma Natural Gas Company

Mailing Address 5848 E. 15<sup>th</sup> St.

City Tulsa State OK Zip 74112

A permit to erect, construct and maintain a natural gas pipeline along, upon or across the hereinafter described County Highway (s) for the purpose of transporting, selling, and using that portion of said County Highway (s) being shown on the attached drawing (s) and further described as follows:

To Cross E. 126<sup>th</sup> St. N. approximately 2.20 miles W. & 1.01  
Cross or parallel County Highway name or number  
miles N. of the US HWY 169 & ST HWY 20 and further described as 1,621 feet E. of the  
N.E.S.W. Junction or other definite point N.E.S.W.  
SW/NW corner of Section 31/6, Township 22/21N, Range, 14E, Tulsa County.

The installation will be made in the following manner: Boring  
(boring, pushing, cut slab, overhead crossing and other description)

Size of Line: 6" Size of Casing: N/A

Exhibit A is a part of this permit.

This permit is granted subject to the following conditions, requirements and covenants, to-wit:

1. Work to be performed on County right-of-way must be under the direction of the Tulsa county Engineer, who must be notified of the time when the work is to begin. Under no circumstances will any work be done on County right-of-way until approval of the Tulsa County Engineer has been obtained.
2. One copy of an approved permit must be kept at the work site for inspection by the Tulsa County Engineer or his representative. Applicant will be required to have an inspector or engineer present at all time during construction to insure that installation is made in accordance with plans.
3. The applicant must agree to hold the COUNTY harmless for any damage (s) or injury (ies) to any person(s) or property (ies) caused by or resulting directly or indirectly from the construction, maintenance, operation or repair of the facilities on, under, or over the County right-of-way and must further agree to reimburse the COUNTY for any repair of any damage to COUNTY facilities caused by the construction and/or operation of the applicant's facility.
4. All work on the County right-of-way is to be done in accordance with the current Standard Specifications for Highway Construction, Oklahoma State Highway Commission, and at the conclusion of such work the right-of-way must be cleaned up and left in a presentable condition. This will include replacing any protective grass cover destroyed by trenching or operation of equipment, and correcting any other damage that may have been caused, as directed by the COUNTY. The applicant shall require the contractor or whoever installs the facilities to deposit with the COUNTY a cashier's check, certified check, cash or bond which is to insure the cost to the COUNTY for restoring the area to its original state, if not restored by the installer. The minimum deposit or bond will be based on fifty cents per lineal foot paralleling the highway, two dollars per lineal foot for boring and five dollars per lineal foot for trenching when trenching is necessary. The measurement to determine the amount of deposit shall be measured along centerline of trench for paralleling roadway, and for boring or trenching the measured centerline of trench from right-of-way line to right-of-way line. After final inspection by the County Engineer's Office, and an additional period of ninety days, the deposit less any amount not used to restore the area shall be returned to the depositor.
5. The applicant must furnish all flagmen, lights, barricades, and warning signs deemed necessary by the COUNTY, during the construction maintenance, or repair of its facilities on the County right-of-way.
6. When notified to do so by the COUNTY, the applicant agrees to make all changes in the facilities on a County right-of-way at the applicant's own expense, unless otherwise provided by law or order of the COUNTY.
7. Clearance above the traffic lanes of the highway at all pole line crossings should comply with applicable safety codes, but will not be less than 20 feet at a temperature of 69 degrees Fahrenheit. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and must be free from weeds and brush within a 5-foot area no more than 4 feet inside the right-of-way line, unless otherwise approved by the COUNTY.
8. All underground crossing of the right-of-way must be encased from right-of-way line to right-of-way line at a minimum depth of 48 inches below the bottom of the surfacing, but not less than 30 inches below the bottom of the ditches, unless otherwise approved by the COUNTY.

All encased crossings must be sealed at both ends and vented outside of right-of-way line. The vents should be sized to allowed proper release of carrier pipe contents in case of failure. The minimum pipe size for vents is 2-inch nominal, and the vent must extend a minimum of 36 inches above natural ground level. The owner must install identification markers at each right-of-way line directly above the facility. Such markers may be attached to vents or to a right-of-way fence. The markers may be in the owner's standard design, but must identify the owner and size of the facility, and must be erected at a location plainly visible from within the highway right-of-way.

The casing must be designed to sustain roadway loadings, contain and divert from the roadway the contents of the carrier pipe, and to have a life expectancy equal to or greater than the carrier pipe.

Encasement for underground telephone and power lines, or similar facilities, should comply with the above except for the installation of vents, end seals, and the ability to contain and divert.

Steel pipelines crossing the right-of-way may be installed without encasement if the installation is in accordance with "Special Provisions for the Installation of Underground Pipelines...". This Special Provision stipulates in part that carrier pipe material within the right-of-way must be superior to the carrier pipe material outside the right-of-way by being of steel at least one grade better, or a minimum of one wall width thicker and the same alloy. Pipe must be 48 inches below the flow line of drainage ditches and all other highway drainage facilities, and must be properly protected from corrosion.

Nonpressurized facilities, such as sanitary sewer lines, crossing the highway right-of-way may be approved without the use of encasement, if cast iron or material of equal or better quality is used, with the understanding that maintenance will be performed by a method that will not disturb the through lanes or interfere with traffic.

All underground crossings must be installed by boring or pushing or other approved methods. The method and equipment for the installation must be approved by the COUNTY. Wet boring or jetting will not be permitted unless special approval is obtained from the COUNTY. If considered necessary, pressure grouting of the voids will be required. This will generally be required when the diameter of the bore exceeds the outside diameter of the pipe by two inches or more. In the interest of safety, trenching and the parking of equipment should be performed as far as possible from traffic lanes. In unusual cases where trenching is necessary, a special plan with specifications will be developed by the owner with assistance from the COUNTY, setting out the method for controlling the traffic, placement of the facility, and proper restoration of the roadway. This method must bear the recommendation of the COUNTY.

Parallel facilities must be installed no more than 4 feet inside the right-of-way line and buried a minimum depth of 30 inches below the ditch flow line. The ditch must be backfilled to a density equal to the adjacent soil, and approved by the COUNTY.

- 9. The applicant must agree to refrain from disturbing trees, shrubbery or any part of the landscape without approval of the COUNTY. If it becomes necessary to disturb trees or shrubbery, applicant intentions must be plainly stated in the application, which will include size and kind of trees and shrubs, and disposition during installation.
- 10. Blasting will not be permitted within the highway right-of-way except in unusual cases and only with special approval from the County Engineer.
- 11. The applicant must agree to hold the COUNTY harmless for any and all damage that the utility facilities might sustain while occupying County right-of-way.
- 12. Applicant assures that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1973,33 V.S.C. 1334.

13. Contractor for this project B&H Construction – 405.288.2112 , address 301 James Dean Dr., Norman, OK, 73072

This permit may be revoked for noncompliance.

Accepted this 13 day of June , 20 19 .

Oklahoma Natural Gas Company  
Owner of Utility  
[Signature]  
Authorized Representative of Company  
Real Estate Services  
Title  
Michael Martinovich - 918.831.8325  
Contact Person & Phone #

Attest: \_\_\_\_\_  
Secretary

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
TULSA COUNTY, OKLAHOMA

\_\_\_\_\_  
Chairman

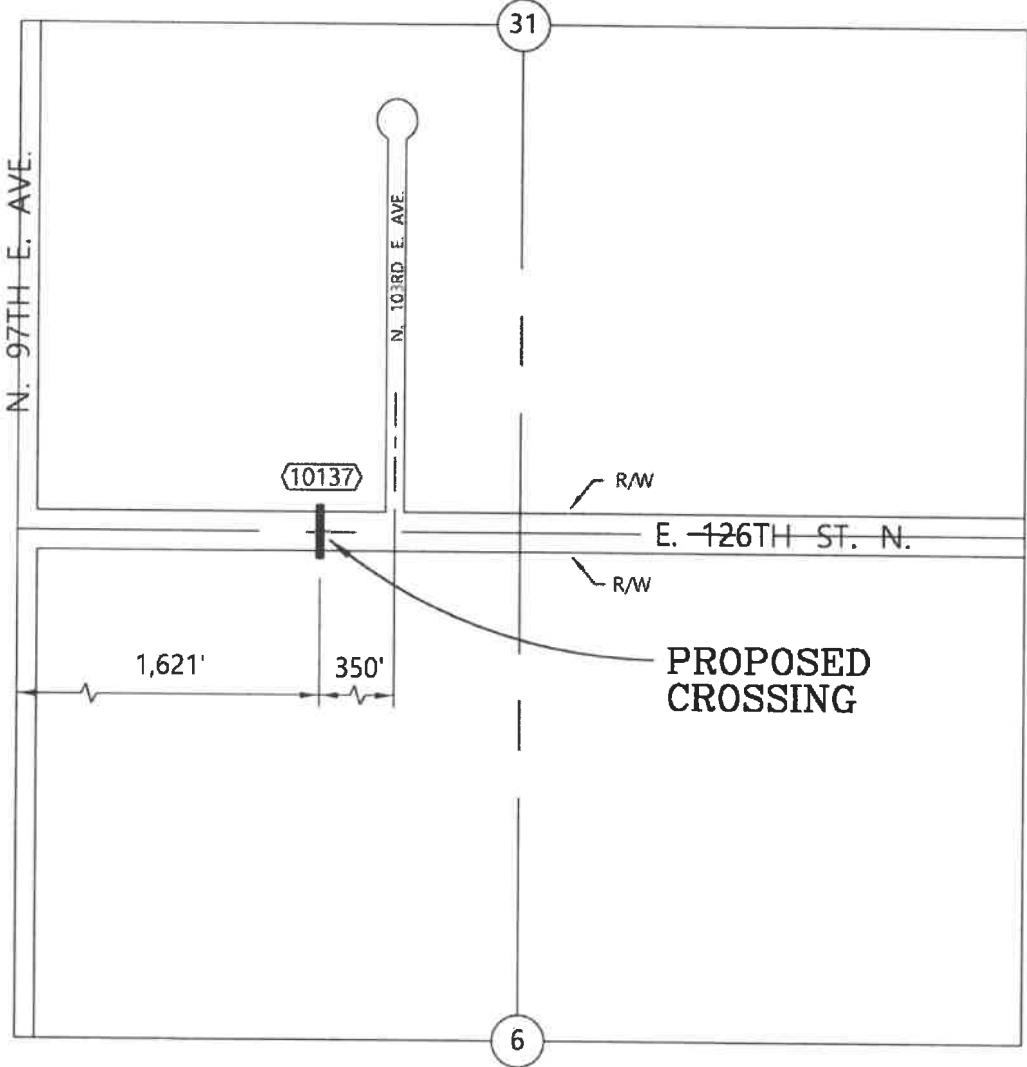
Attest: \_\_\_\_\_  
County Clerk

TULSA COUNTY

R 14 E

T 22 N

T 21 N



CROSSING

- \* 6 5/8"OD ASTM D2513 PE3408 .602"WT SDR 11.0 H.D. PLASTIC PIPE  
INSIDE OF R/W
- 8 5/8"OD API-5L X-42 22.38# 0.250"WT PIPE OUTSIDE R/W  
BORED 48" MIN BELOW HWY SURFACE  
48" MIN BELOW DRAINAGE DITCH
- \* 1600 # MFG MIN TEST PRESSURE  
100 # ONG MIN TEST PRESSURE  
40# NORMAL W.P.  
60# MAX W.P.

2.20 MILES WEST AND 1.01  
MILES NORTH OF JUNCTION OF  
US HWY 169 AND ST HWY 20

10137 E. 126TH ST. N.

| OKLAHOMA NATURAL GAS COMPANY                             |                              |       |             |
|--|------------------------------|-------|-------------|
| COLLINSVILLE DISTRIBUTION                                |                              |       |             |
| PROPOSED 6" GAS PIPE LINE<br>CROSSING<br>E. 126TH ST. N. |                              |       |             |
| DESIGNED -   | SURVEY -                     | DATE  | 6 - 12 - 19 |
| DRAWN K.E.R.   | J.O.                         | SCALE | NONE        |
| CHECKED T.H.   | 021.052.2980.010315<br>R/W - | SHEET | 1           |
| FILE   | DWG. 2980-64-19CP            | OF    | 1           |



# INTER-OFFICE MEMO

**Commissioner Stan Sallee – District 1**  
**Tulsa County Board of County Commissioners**

**DATE:** June 13, 2019

**TO:** Board of County Commissioners

**FROM:** Commissioner Stan Sallee

**SUBJECT:** Travel Training Request

Permission is requested for Mike Craddock to travel to Norman for Summer ACCO Conference July 31-August 1, 2019

Total incurred not to exceed \$ 400.00.

SS:jb

**CC:** Commissioner Keith  
Commissioner Peters  
John Fothergill  
Vicki Adams

ORIGINAL TO COUNTY CLERK FOR JUNE 24, 2019 BOCC MEETING AGENDA



## MEMORANDUM

**DATE:** 06-17-19  
**TO:** Tulsa County Clerk  
**Cc:** BOCC  
**FROM:** Tracy Lane, CED, Tulsa County  
**RE:** Out of County Travel Request

✓✓

I am requesting out-of-county travel reimbursement for the following:

Michelle Bonicelli  
Name

OKC  
Destination

OHCE State meeting  
Reason

07-07-19 to 07-09-19  
Time Frame

\$575.00  
Approximate Cost

personal vehicle  
Mode of Transportation

Funds for this request are available in our County budget. Thank you for your attention to this request.



## MEMORANDUM

**DATE:** 06-17-19  
**TO:** Tulsa County Clerk  
**Cc:** BOCC  
**FROM:** Tracy Lane, CED, Tulsa County  
**RE:** Out of County Travel Request

vl

I am requesting out-of-county travel reimbursement for the following:

Michelle Bonicelli  
Name

Claremore  
Destination

OHCE Leader Lesson planning  
Reason

07-24-19  
Time Frame

30.00  
Approximate Cost

personal vehicle  
Mode of Transportation

Funds for this request are available in our County budget. Thank you for your attention to this request.



## MEMORANDUM

**DATE:**

**TO:** Tulsa County Clerk

**Cc:** BOCC

**FROM:** Tracy Lane, CED, Tulsa County

**RE:** Out of County Travel Request

I am requesting out-of-county travel reimbursement for the following:

Lisa Nicholson

Name

Stillwater, OK

Destination

State 4-H Round-up

Reason

6-24-19 - 6-29-19

Time Frame

265.00

Approximate Cost

Personal Vehicle

Mode of Transportation

Funds for this request are available in our County budget. Thank you for your attention to this request.



## MEMORANDUM

**DATE:**

**TO:** Tulsa County Clerk

**Cc:** BOCC

**FROM:** Tracy Lane, CED, Tulsa County

**RE:** Out of County Travel Request

I am requesting out-of-county travel reimbursement for the following:

Lisa Nicholson

Name

Sulphur, OK

Destination

OAE4 - HA annual Conf.

Reason

7-31-19 - 8-2-19

Time Frame

425.00

Approximate Cost

Personal Vehicle

Mode of Transportation

Funds for this request are available in our County budget. Thank you for your attention to this request.



**TULSA COUNTY  
REQUEST FOR PERSONNEL ACTION**

**Building Operations**

Department

Please write in one of following actions under "nature of action"

**APPOINTMENTS**

Regular  
Provisionary  
Part-Time  
Temporary

**SEPARATIONS**

Resignation Retirement  
\*Discharge Death  
\*Reduction in Force  
End of Temp. Employment

**PAY CHANGES**

Performance Increase  
Promotion - Demotion  
Re-classification  
Salary Adjustment

**OTHER**

Leave of Absence  
Rehire  
Transfer  
Lateral Transfer

| NAME and<br>ORG. and ACCT. NO.     | ID<br>NUMBER | PRESENT TITLE                | PRESENT<br>SALARY | NATURE OF ACTION         | NEW TITLE and<br>JOB TITLE CODE NO. | GRADE | NEW<br>SALARY | EFFECTIVE<br>DATE |
|------------------------------------|--------------|------------------------------|-------------------|--------------------------|-------------------------------------|-------|---------------|-------------------|
| Belding, Daniel<br>10001850 505010 | 11744        | Director<br>A001 - Loc. 1041 | \$7,984.68        | End Intermittent<br>FMLA |                                     |       |               | 6/18/2019         |
| Belding, Daniel<br>10001850 505010 | 11744        | Director<br>A001 - Loc. 1041 | \$7,984.68        | Death                    |                                     |       |               | 6/18/2019         |

MICHAEL WILLIS  
TULSA COUNTY CLERK

2019 JUN 19 PM 1:05

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

\*Separation report required when this action applies to a Board of County Commissioner's employee.



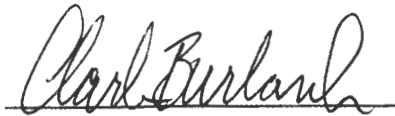
Department Head

June 19, 2019

Date

6/19/19

Date



Human Resources Director

**TULSA COUNTY  
REQUEST FOR PERSONNEL ACTION**

**Building Operations**

Department

Please write in one of following actions under "nature of action"

**APPOINTMENTS**

Regular  
Provisionary  
Part-Time  
Temporary

**SEPARATIONS**

Resignation Retirement  
\*Discharge Death  
\*Reduction in Force  
End of Temp. Employment

**PAY CHANGES**

Performance Increase  
Promotion - Demotion  
Re-classification  
Salary Adjustment

**OTHER**

Leave of Absence  
Rehire  
Transfer  
Lateral Transfer

| NAME and<br>ORG. and ACCT. NO.  | ID<br>NUMBER | PRESENT TITLE                    | PRESENT<br>SALARY | NATURE OF ACTION | NEW TITLE and<br>JOB TITLE CODE NO. | GRADE | NEW<br>SALARY | EFFECTIVE<br>DATE |
|---------------------------------|--------------|----------------------------------|-------------------|------------------|-------------------------------------|-------|---------------|-------------------|
| Young, Brian<br>10001925 505010 | 18287        | Mechanical I<br>G054 - Loc. 1042 | \$2,631.74        | Discharge        |                                     |       |               | 6/19/2019         |

MICHAEL WILLIS  
TULSA COUNTY CLERK

2019 JUN 19 PM 1:05

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

\*Separation report required when this action applies to a Board of County Commissioner's employee.



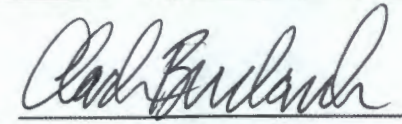
Department Head

June 19, 2019

Date

6/19/19

Date



Human Resources Director

**TULSA COUNTY  
REQUEST FOR PERSONNEL ACTION**

**Court Services  
Department**

Please write in one of following actions under "nature of action"

**APPOINTMENTS**

Regular  
Probationary  
Part-time  
Temporary  
On-call

**SEPARATIONS**

Resignation      Retirement  
\*Discharge      Death  
\*Reduction in Force  
End of Temp. Employment

**PAY CHANGES**

Performance Increase  
Promotion - Demotion

**OTHER**

Leave of Absence  
Rehire  
Transfer  
Lateral Transfer

| NAME and<br>ORG. and ACCT. NO.      | EMPLOYEE<br>ID# | PRESENT TITLE and<br>JOB TITLE CODE NO. | PRESENT<br>SALARY                        | NATURE OF ACTION | NEW TITLE and<br>JOB TITLE CODE NO. | GRADE | NEW<br>SALARY | EFFECTIVE<br>DATE |
|-------------------------------------|-----------------|---|--|------------------|-------------------------------------|-------|---------------|-------------------|
| Bille Simmons<br>10003655 / 505010  |                 | Court Services Clerk<br>F308            | <del>\$ 2,430.60</del><br>\$ 2,173.21 CB | New Hire         |                                     | 40    |               | 6/10/2019         |
| Matthew Sparks<br>10003655 / 505010 |                 | Pretrial Case Manager II<br>B764        | \$ 2,885.68                              | New Hire         |                                     | 60    |               | 6/10/2019         |

MICHAEL WILSON  
TULSA COUNTY CLERK  
2019 JUN 19 PM 1:06  
STATE OF OKLAHOMA  
TULSA COUNTY  
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*Shari Cawley*  
Department Head

6/11/19  
Date

*Clark Burdick*  
Personnel Director

6/19/19  
Date

**TULSA COUNTY  
REQUEST FOR PERSONNEL ACTION**

**ELECTION BOARD**

Department

Please write in one of following actions under "nature of action"

**APPOINTMENTS**

Regular  
Probationary  
Part-Time  
Temporary  
On-call

**SEPARATIONS**

Resignation Retirement  
\*Discharge Death  
\*Reduction in Force  
End of Temp. Employment

**PAY CHANGES**

Performance Increase  
Promotion - Demotion  
Re-classification  
Salary Adjustment


**OTHER**

Leave of Absence  
Rehire  
Transfer  
Lateral/Transfer

| NAME and<br>ORG. and ACCT. NO.                   | Employee<br>NO. | PRESENT TITLE | PRESENT<br>SALARY | NATURE OF ACTION | NEW TITLE and<br>JOB TITLE CODE NO. | GRADE | NEW<br>SALARY                 | EFFECTIVE<br>DATE |
|--|-----------------|---------------|-------------------|------------------|-------------------------------------|-------|-------------------------------|-------------------|
| <p><b>10002925/505010</b></p> <p>Thora Cohea</p> |                 |               | MONTHLY<br>SALARY | Lateral Transfer | Financial III<br>B791               | 70    | MONTHLY<br>SALARY<br>4,612.99 | 7/1/2019          |

MICHAEL WILLIS  
TULSA COUNTY CLERK  
2019 JUN 19 PM 1:06  
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TULSA COUNTY  
RECEIVED

\*Separation report required when this action applies to a Board of County Commissioner's employee.

  
\_\_\_\_\_  
Department Head  
Form 471 (Rev. 11-98)

06/19/19

Date



  
\_\_\_\_\_  
DATE

**TULSA COUNTY  
REQUEST FOR PERSONNEL ACTION**

**ELECTION BOARD**

Department

Please write in one of following actions under "nature of action"

**APPOINTMENTS**

Regular  
Probationary  
Part-Time  
Temporary  
On-call

**SEPARATIONS**

Resignation Retirement  
\*Discharge Death  
\*Reduction in Force  
End of Temp. Employment

**PAY CHANGES**

Performance Increase  
Promotion - Demotion  
Re-classification  
Salary Adjustment

**OTHER**

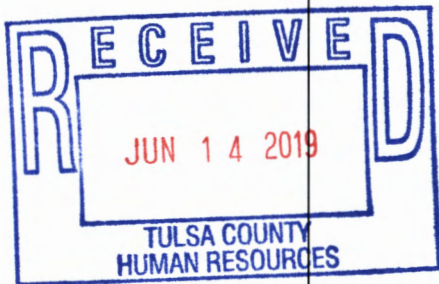
Leave of Absence  
Rehire  
Transfer  
Lateral Transfer

MICHAEL WILLIS  
TULSA COUNTY CLERK

2019 JUN 19 PM 1:00

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

| NAME and<br>ORG. and ACCT. NO. | Employee<br>NO. | PRESENT TITLE                             | PRESENT<br>SALARY | NATURE OF ACTION | NEW TITLE and<br>JOB TITLE CODE NO. | GRADE | NEW<br>SALARY | EFFECTIVE<br>DATE |
|--------------------------------|-----------------|---|-------------------|------------------|-------------------------------------|-------|---------------|-------------------|
| 10002925/505030                |                 |   |                   |                  |                                     |       |               |                   |
| Elaine Dodd                    | 16648           | Temporary On Call<br>H642 TC Board Member | 35.00 daily       | Reclassification | H239 Election Aide II               | 40    | 11.00         | 7/1/2019          |
| Lisa Christie Breedlove        | 16659           | Temporary On Call<br>H642 TC Board Member | 35.00 daily       | Termination      |                                     |       |               | 7/1/2019          |



\*Separation report required when this action applies to a Board of County Commissioner's employee.

*[Signature]*  
Department Head

6/13/2019

Date

*[Signature]* 6/19/19  
DATE



TULSA COUNTY  
REQUEST FOR PERSONNEL ACTION

HIGHWAY-CONSTRUCTION  
DEPARTMENT

PLEASE TYPE IN ONE OF THE FOLLOWING ACTIONS UNDER NATURE OF ACTION

APPOINTMENTS  
REGULAR  
PART-TIME  
TEMPORARY  
PROBATIONARY

\*SEPARATIONS  
\*RESIGNATION \*RETIREMENT  
\*DISCHARGE \*DEATH  
\*REDUCTION IN FORCE  
\*END OF TEMPORARY EMPLOYMENT

CHANGES  
INCREASE  
DEMOTION  
CLASSIFICATION  
ADJUSTMENT

OTHER  
LEAVE OF ABSENCE  
REHIRE  
TRANSFER

| NAME<br>ORG AND ACCT. NO.       | EMPLOYEE ID<br>NUMBER | PRESENT TITLE       | PRESENT<br>SALARY | NATURE OF ACTION    | NEW TITLE AND<br>JOB TITLE CODE | GRADE | DEPT.<br>SA  | NEW<br>SALARY | EFFECTIVE<br>DATE |
|---------------------------------|-----------------------|---------------------|-------------------|---------------------|---------------------------------|-------|--------------|---------------|-------------------|
| SOTO GUSTAVO<br>30002325-505010 | 11195                 | HWY LEADMAN<br>G173 | \$4,445.17        | TRANSFER TO DIST. 3 |                                 | L     | HWY<br>CONST |               | 06/01/19          |

\* SEPARATION AND COBRA REPORT REQUIRED WHEN THIS ACTION APPLIES TO A BOARD OF COUNTY COMMISSIONER'S EMPLOYEE

*San Ramon*

DEPARTMENT HEAD

*6-17-19*

DATE

*6/19/19*

DATE

*Clark Bauland*

MICHAEL WILLIS  
TULSA COUNTY CLERK  
2019 JUN 19 PM 1:06

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

TULSA COUNTY  
REQUEST FOR PERSONNEL ACTION

HIGHWAY DISTRICT 1  
DEPARTMENT

PLEASE TYPE IN ONE OF THE FOLLOWING ACTIONS UNDER NATURE OF ACTION

APPOINTMENTS  
REGULAR  
PART-TIME  
TEMPORARY  
PROBATIONARY

\*SEPARATIONS  
\*RESIGNATION \*RETIREMENT  
\*DISCHARGE \*DEATH  
\*REDUCTION IN FORCE  
\*END OF TEMPORARY EMPLOYMENT

CHANGES  
INCREASE  
DEMOTION  
CLASSIFICATION  
ADJUSTMENT

OTHER  
LEAVE OF ABSENCE  
REHIRE  
TRANSFER

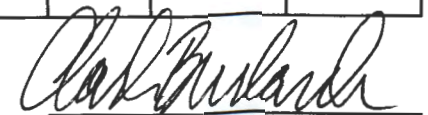
| NAME<br>ORG AND ACCT. NO.    | EMPLOYEE # | PRESENT TITLE | PRESENT<br>SALARY | NATURE OF ACTION | NEW TITLE AND<br>JOB TITLE CODE | GRADE | DEPT.<br>SA | NEW<br>SALARY | EFFECTIVE<br>DATE |
|------------------------------|------------|---------------|-------------------|------------------|---------------------------------|-------|-------------|---------------|-------------------|
| SIM, SEAN<br>30002330-505040 | 17990      |               |                   | SEASONAL HIRE    | HWY CREWMAN II<br>(G175)        | B     | Dist#1      | \$14.00hr     | 06/18/19          |

\* SEPARATION AND COBRA REPORT REQUIRED WHEN THIS ACTION APPLIES TO A BOARD OF COUNTY COMMISSIONER'S EMPLOYEE

  
DEPARTMENT HEAD

6-18-19  
DATE

6/19/19  
DATE



**TULSA COUNTY  
REQUEST FOR PERSONNEL ACTION**

MICHAEL WILLIS  
TULSA COUNTY CLERK

2019 JUN 19 PM 1:08  
HWY. DISTRICT 2  
Department

Please write in one of the following actions under "nature of action"

**APPOINTMENTS**

Regular  
Part-time  
Temporary  
On-call

**OFFICE USE ONLY**

**SEPARATIONS**  
Resignation Retirement  
\*Discharge Death  
\*Reduction in Force  
End of Temp. Employment

**PAY CHANGES**

Performance Increase  
Promotion - Demotion  
Re-classification  
Salary Adjustment

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED  
OTHER  
Leave of Absence  
Rehire  
Transfer

| NAME and ORG.<br>OBJECT NO.             | and<br>MUNIS<br>I.D. | PRESENT TITLE                | PRESENT<br>SALARY | NATURE OF ACTION  | NEW TITLE and<br>JOB TITLE CODE NO. | GRADE | NEW<br>SALARY | EFFECTIVE<br>DATE |
|---|----------------------|------------------------------|-------------------|---|-------------------------------------|-------|---------------|-------------------|
| MURRAY, ROYAL DONALD<br>30002335/505010 | 13095                | HWY. LEAD MECHANIC<br>(G359) | \$3,836.99        | BEGIN MILITARY LEAVE<br>WITH PAY - WITH ORDERS-<br>TRAINING | N/A                                 | L     | N/A           | 6/5/2019          |
| MURRAY, ROYAL DONALD<br>30002335/505010 | 13095                | HWY. LEAD MECHANIC<br>(G359) | \$3,836.99        | END MILITARY LEAVE WITH<br>PAY - WITH ORDERS-<br>TRAINING   | N/A                                 | L     | N/A           | 6/9/2019          |

\*Separation report required when this action applies to a Board of County Commissioner's employee

James Scott Gray *James Scott Gray*  
Department Head

6-18-19  
Date

6/19/19  
Date

*Clark Burdick*

*JSC*



**TULSA COUNTY  
REQUEST FOR PERSONNEL ACTION**

**HIGHWAY DISTRICT 3  
DEPARTMENT**

PLEASE TYPE IN ONE OF THE FOLLOWING ACTIONS UNDER NATURE OF ACTION

**APPOINTMENTS**  
REGULAR  
PART-TIME  
TEMPORARY  
PROBATIONARY

**\*SEPARATIONS**  
\*RESIGNATION \*RETIREMENT  
\*DISCHARGE \*DEATH  
\*REDUCTION IN FORCE  
\*END OF TEMPORARY EMPLOYMENT

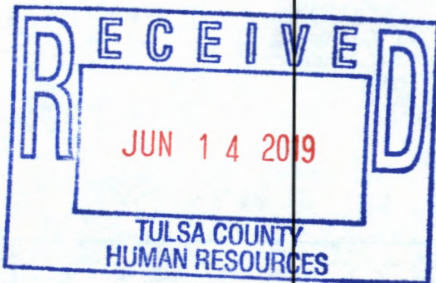
**CHANGES**  
INCREASE  
DEMOTION  
CLASSIFICATION  
ADJUSTMENT

**OTHER**  
LEAVE OF ABSENCE  
REHIRE  
TRANSFER

2019 JUN 19 PM 1:06

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

| NAME<br>ORG AND ACCT. NO.         | EMPLOYEE # | PRESENT TITLE    | PRESENT<br>SALARY | NATURE OF ACTION | NEW TITLE AND<br>JOB TITLE CODE | GRADE | DEPT.<br>SA | NEW<br>SALARY | EFFECTIVE<br>DATE |
|-----------------------------------|------------|------------------|-------------------|------------------|---------------------------------|-------|-------------|---------------|-------------------|
| Bobby Hayes<br>30002340-505010    | 15268      | Hwy Shop Foreman | \$3,541.05        | 20% increase     |                                 | 60    | Dist 3      | \$4,249.26    | 07/01/19          |
| Jerrod Kelly<br>30002340-505010   | 17743      | Operator I       | \$ 2,574.00       | 10% increase     | Hwy Lead                        | L     | Dist 3      | \$2,831.40    | 7/1/2019          |
| Karen Marshall<br>30002340-505010 | 16650      | Secretary II     | \$ 2,900.00       | 4% increase      |                                 | 40    | Dist 3      | \$3,016.69    | 7/1/2019          |



\* SEPARATION AND COBRA REPORT REQUIRED WHEN THIS ACTION APPLIES TO A BOARD OF COUNTY COMMISSIONER'S EMPLOYEE

*[Signature]*  
DEPARTMENT HEAD

6-13-19  
DATE

*[Signature]*  
6/14/19

6/19/19  
DATE

*[Signature]*

**TULSA COUNTY  
REQUEST FOR PERSONNEL ACTION**

INFORMATION TECHNOLOGY

Department

Please write in one of following actions under "nature of action"

**APPOINTMENTS**  
Regular (5010)  
Probationary (5020)  
Part-time (5030)  
Hourly (5030)  
On Call/Daily (5030)  
Temporary/Seasonal (5040)

**SEPARATIONS**  
Resignations\*  
Retirement  
Death  
End of Temp. Employment  
Reduction in Force\*  
Discharge\*  
Did Not Return - FMLA\*

**PAY CHANGES**  
Annual Performance Increase  
Probationary Increase  
Promotion  
Re-Classification  
Salary Adjustment  
Chart Adjustment  
Demotion

**OTHER**  
Leave Without Pay  
Family Medical Leave (FMLA)  
Transfer  
Workers' Comp. Leave  
Military Leave  
Rehire

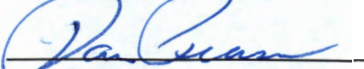
| NAME and<br>ORG. and ACCT. NO.  | EMPLOYEE<br>ID NUMBER | PRESENT TITLE and<br>JOB TITLE CODE NO. | PRESENT<br>SALARY | NATURE OF ACTION<br>(If pay increase show %) | NEW TITLE and<br>JOB TITLE CODE NO. | GRADE | NEW<br>SALARY | EFFECTIVE<br>DATE |
|---------------------------------|-----------------------|---|-------------------|--|-------------------------------------|-------|---------------|-------------------|
| COHEA, THORA<br>10002100-505010 | 10885                 | ADMIN & FINANCIAL SUPERVISOR<br>B618    |                   | TRANSFER                                     | ELECTION BOARD                      |       |               | 7/1/2019          |

MICHAEL WILLIS  
TULSA COUNTY CLERK

2019 JUN 19 PM 1:06

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED


\*Separation report required for all Board of County Commissioners' employees.

  
Department Head DAN PEASE

Form 471 (Rev. 1-01)

6/18/19  
Date

6/19/19  
Date



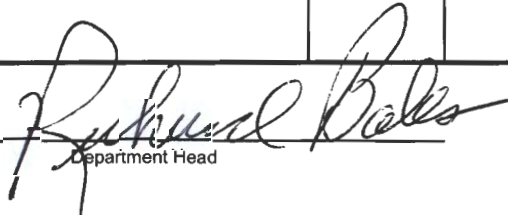
Please write in one of following actions under "nature of action".

**APPOINTMENTS**Regular  
Provisionary  
Part-Time  
Temporary**SEPARATIONS**Resignation Retirement  
\*Discharge Death  
\*Reduction in Force  
End of Temp. Employment**PAY CHANGES**Performance Increase  
  
Re-classification  
Salary Adjustment**OTHER**Leave of Absence  
Rehire  
Transfer  
Lateral TransferMICHAEL WILLIS  
TULSA COUNTY CLERK

2019 JUN 19 PM 1:06

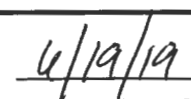
STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

| NAME and<br>ORG. and ACCOUNT            | Employee<br>NO. | PRESENT TITLE<br>and JOB<br>TITLE CODE NO.   | PRESENT<br>SALARY | NATURE<br>OF<br>ACTION | NEW TITLE and<br>JOB TITLE<br>CODE NO.     | GRADE | NEW<br>SALARY | EFFECTIVE<br>DATE |
|---|-----------------|--|-------------------|------------------------|--|-------|---------------|-------------------|
| Kupiec, Cassidy<br>10002575-505030      |                 |  |                   | Part-Time              | Cook/Cashier<br>La Fortune - 1234<br>H146  | A     | \$7.50        | 6/14/19           |
| Morgan, Cameron<br>10002575-505030      | 17941           | Cook/Cashier<br>S. Lakes - 1237<br>H146      | \$8.00            | Pay Increase           |  | A     | \$8.50        | 05/25/19          |
| York, Payton<br>10002575-505010         |                 |  |                   | Regular                | Greenskeeper II<br>S. Lakes - 1227<br>H165 | B     | \$1,870.27    | 06/17/19          |
| Mills, Randall<br>10002575-505010       | 18488           | Area Mtce. Suprv.<br>Chandler - 1222<br>C153 | \$4,439.19        | Resignation            |  | 70    |               | 06/17/19          |
| Stottlemire, Douglas<br>10002575-505010 | 18418           | Mtce. II<br>Haikey - 1223<br>H159            | \$1,870.27        | Resignation            |  | B     |               | 05/24/19          |

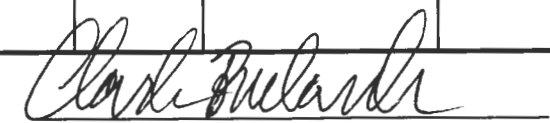


Department Head

6/19/2019



Date



Please write in one of following actions under "nature of action".

**APPOINTMENTS**

Regular  
Provisionary  
Part-Time  
Temporary

**SEPARATIONS**

Resignation Retirement  
\*Discharge Death  
\*Reduction in Force  
End of Temp. Employment

**PAY CHANGES**

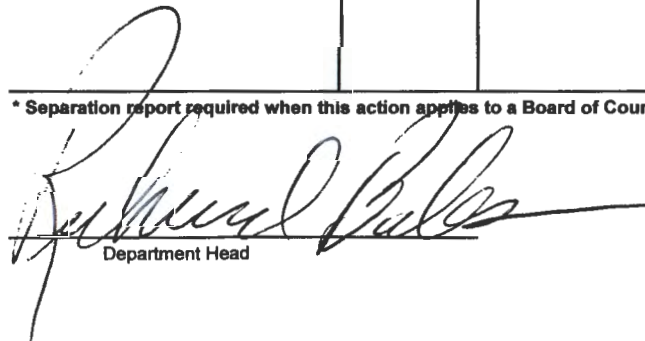
Performance Increase  
Promotion-Demotion  
Re-classification  
Salary Adjustment

**OTHER**

Leave of Absence  
Rehire  
Transfer  
Lateral Transfer

| NAME and<br>ORG. and ACCOUNT       | Employee<br>NO. | PRESENT TITLE<br>and JOB<br>TITLE CODE NO. | PRESENT<br>SALARY | NATURE<br>OF<br>ACTION | NEW TITLE and<br>JOB TITLE<br>CODE NO.    | GRADE | NEW<br>SALARY | EFFECTIVE<br>DATE |
|------------------------------------|-----------------|--|-------------------|------------------------|---|-------|---------------|-------------------|
| Abbet, Sara<br>10002575-505040     | 17466           | Lifeguard<br>S. County - 1236<br>E257      | \$9.25            | Correction             | Pool Mgr.<br>S. County - 1236<br>E262     | A     | \$11.00       | 05/01/19          |
| Walker, Kiontay<br>10002575-505030 | 18374           | Cook/Cashier<br>La Fortune - 1234<br>H146  | \$7.50            | Pay Increase           |   | A     | \$8.00        | 06/22/19          |
| Lee, Janet<br>10002575-505010      | 15895           | Bookkeeper II<br>Parks - 1220<br>F123      | \$2,378.49        | Int. FMLA w/o Pay      |   | 40    |               | 06/24/19          |
| Mawdsley, Lance<br>10002575-505040 | 18388           | Lifeguard<br>La Fortune - 1234<br>E257     | \$9.25            | Termination            |   | A     |               | 06/17/19          |
| Meyers, Bryan<br>10002575-505030   |                 |  |                   | Part-Time              | PT Mtce. Worker<br>O'Brien - 1235<br>H222 | A     | \$10.00       | 06/19/19          |

\* Separation report required when this action applies to a Board of County Commissioner's employee.

  
Department Head

6/19/2019

6/19/19  
Date



MICHAEL WILLIS  
TULSA COUNTY CLERK  
2019 JUN 19 PM 1:00  
STATE OF OKLAHOMA  
TULSA COUNTY  
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# For Commission Meeting of 06/24/18

## TULSA COUNTY REQUEST FOR PERSONNEL ACTION

Social Services

Pay Location: 1260

Department

Please write in one of following actions under "nature of action"

### APPOINTMENTS

Regular (5010)  
Part- Time (5030)  
Hourly (5030)  
On Call/Daily (5030)  
Temporary/Seasonal (5040)

### SEPARATIONS

Resignation  
Retirement  
Death  
End of Tem. Employment  
Reduction in Force\*  
Discharge\*  
Did Not Return - FMLA\*

### PAY CHANGES

Annual Performance Increase  
Probationary Increase  
Promotion  
Re-Classification  
Salary Adjustment  
Chart Adjustment  
Demotion

### OTHER

Leave Without Pay  
Family Medical Leave (FMLA)  
Transfer  
Workers' Comp. Leave  
Military Leave  
Rehire

| NAME and<br>ORG. and ACCT. NO.       | EMPLOYEE<br>NUMBER | PRESENT TITLE and<br>JOB TITLE CODE | PRESENT<br>SALARY | NATURE OF ACTION<br>(IF PAY INCREASE SHOW %) | NEW TITLE and<br>JOB TITLE CODE NO. | GRADE | STEP | NEW<br>SALARY | EFFECTIVE<br>DATE |
|--------------------------------------|--------------------|-------------------------------------|-------------------|--|-------------------------------------|-------|------|---------------|-------------------|
| LONGLEY, SHARON L.<br>1002800-505010 | 18073              | HOUSEKEEPER<br>H598                 | \$1,830.00        | TERMINATION                                  |                                     | A     |      |               | 6/14/2019         |



STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

2019 JUN 19 PM 1:06

MICHAEL WILLIS  
TULSA COUNTY CLERK

\*\*Separation report required when this action applies to a Board of County Commissioner's employee.

*Arda J. Jhurston*  
Department Head

*6/18/19*  
Date

*Clark Bullock*

*6/19/19*  
Date



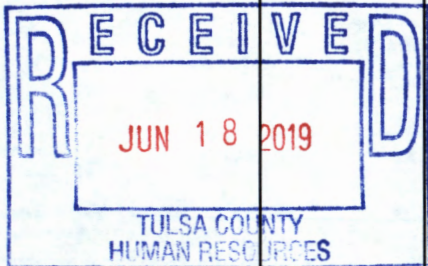
**TULSA COUNTY  
REQUEST FOR PERSONNEL ACTION**

JUVENILE BUREAU

Page 1 of 1

Department

| Please write in one of following actions under "nature of action". |                     |  |                   |  |  |  |               |                   |
|--|---------------------|--|-------------------|--|--|--|---------------|-------------------|
| APPOINTMENTS   |                     | SEPARATIONS  |                   | PAY CHANGES  |  | OTHER  |               |                   |
| Regular<br>Probationary<br>Part-Time<br>Temporary<br>On-Call       |                     | Resignation Retirement<br>*Discharge Death<br>*Reduction in Force<br>End of Temp. Employment |                   | Performance Increase<br>Promotion-Demotion<br>Re-classification<br>Salary Adjustment |  | Leave of Absence<br>Rehire<br>Transfer<br>Lateral Transfer |               |                   |
| NAME and<br>ORG. and ACCOUNT                                       | EMPLOYEE<br>NO.     | PRESENT TITLE<br>and JOB<br>TITLE CODE NO.   | PRESENT<br>SALARY | NATURE<br>OF<br>ACTION   | NEW TITLE and<br>JOB TITLE<br>CODE NO. | GRADE  | NEW<br>SALARY | EFFECTIVE<br>DATE |
| Hutton, Michael<br>From: 26003900-505010<br>To:260039000-505030    | 11247<br>Loc # 7005 | Detention Counselor<br>E181  | 12.54             | Transfer   | Detention Counselor PT<br>E288         | 40   | 12.54         | 06/15/2019        |



STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

2019 JUN 19 PM 1:06

MICHAEL WILLIS  
TULSA COUNTY CLERK

\* Separation report required when this action applies to a Board of County Commissioner's employee.

Department Head

June 17, 2019

Date

Date

**Tulsa City-County Health Department  
Agreements  
For BOCC Approval on June 24, 2019  
AMENDED**

[illegible]

**TULSA COUNTY**  
**REQUEST FOR PERSONNEL ACTION**  
**Tulsa City-County Health Department**

Page 1 of 1

Please write in one of the following actions under "nature of action"

| APPOINTMENTS - New Hire (RFT) - New Hire (RPT) -<br>T/H - Rehire - Reclassification - Promotion |                  | SEPARATIONS - Resignation - Retirement - End of<br>Temporary Assignment - Termination - Death - Reduction<br>in Force |          |   | OTHER - LOA - Lateral Transfer - PDIP - LWOP -<br>FMLA/LWOP - Org Change - Probationary<br>Increase |       |           |                |
|---|------------------|---|----------|---|---|-------|-----------|----------------|
| ORG. and ACCT. No.  | SS# / COUNTY ID# | PRESENT TITLE & JOB CODE NO.  | MONTHLY  | NATURE OF ACTION  | NEW TITLE & JOB CODE NO.  | GRADE | MONTHLY   | EFFECTIVE DATE |
| Ricks, Lisa<br>41507275-505010  | #18189           | Clerk, Satellite Center<br>#7004  | 2,469.02 | Salary adjustment; end of<br>probation. (2% Increase)   | same  | 7     | 2,518.40  | 6/1/2019       |
| Herrera, Angelica<br>41507275-505010  | #18188           | Clerk, Clinical Services<br>#6030   | 2,400.00 | Salary adjustment; end of<br>probation. (2% Increase)   | same  | 6     | 2,448.00  | 6/1/2019       |
| Okeyo, Tania<br>41507375-505010   | #11704           | Specialist, Patient<br>Accounts #8002   | 3,167.17 | Salary adjsutment; PDIP #3.<br>(\$70.84/Month Increase) | same  | 8     | 3,238.01  | 6/1/2019       |
| Rodriguez, Kimberly<br>41506700-505010  | #17886           | Specialist, Medical<br>Billing #1017  | 3,064.25 | Salary adjustment; PDIP #1.<br>(2% Increase)            | same  | 10    | 3,125.54  | 6/1/2019       |
| Sanseverino, Joyce<br>41507475-505030   | #17296           |   |          | Temp/hourly rehire.                                     | Nurse, Public Health<br>#1220   | 12    | 20.00/Hr. | 6/17/2019      |
| Thompson, Jill<br>41506650-505010   | 000-00-5592      |   |          | New hire; regular full time.                            | HR Administrator<br>#1011   | 10    | 2,958.34  | 6/17/2019      |
| Rodriguez, Diana<br>41507220-505010   | 000-00-6111      |   |          | New hire; regular full time.                            | Family Advocate<br>#6031  | 6     | 2,575.00  | 6/17/2019      |
| Peterson, Tara<br>41507220-505010   | 000-00-7812      |   |          | New hire; regular full time.                            | Family Advocate<br>#6031  | 6     | 2,500.00  | 6/17/2019      |
| Just, Lori<br>41506725-505010   | #17810           | Coordinator, M&PR<br>#1343  | 3,939.75 | Salary adjustment.<br>(5% Increase)                     | same  | 13    | 4,136.74  | 6/24/2019      |

\* Separation report required when this action applies to a Board of County Commissioner's employee.

  
 Bruce Dart, Executive Director

6/21/2019

Form 471 (Rev. 04/2017)



June 21, 2019

Commissioner Karen Keith, Chairman  
Board of County Commissioners of Tulsa County  
Ray Jordan Tulsa County Administration Building  
500 S. Denver Avenue  
Tulsa, OK 74103

Please accept and file Tulsa City-County Health Department's travel/training and actions with the County Clerk's Office for the **June 24, 2019** Board of County Commissioners' Meeting.

Michelle Coonfield, Drew Dupre, Kristy Elias, Esther Kam, Dava Kramer, Kaitlin Moore, Cathy Sullivan & Dana Taylor to attend "Children First Program CEU Update" on July 7-9, 2019 in Oklahoma City, OK at an estimated cost of \$2,127.48.

Brenda Butchee to attend "Child Guidance Annual Meeting" on July 8-9, 2019 in Moore, OK at an estimated cost \$522.18.

Megan Wenzell to attend "2019 NACCHO Annual Conference" on July 8-11, 2019 in Orlando, FL at an estimated cost of \$2,267.56.

Amy Brice to attend "Introduction to Systems Thinking: Providing Context to Adolescent Health" on July 29-31, 2019 in Bethesda, MD at an estimated cost of \$1,077.00.

Leanne Stephens to attend "APHA 2019 Annual Conference" on November 2-6, 2019 in Philadelphia, PA at an estimated cost of \$2,754.12.

Sincerely,

  
Bruce Dart, Executive Director

cc: Ron Peters, Commissioner  
Stan Sallee, Commissioner

**ORIGINAL: MICHAEL WILLIS FOR THE June 24, 2019 BOCC AGENDA.**

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
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| Department                 | Project | Org             | PO #    | Object | Acct Desc                 | Vendor Name          | Inv Nbr       | Amount          |
|----------------------------|---------|-----------------|---------|--------|---------------------------|----------------------|---------------|-----------------|
| <b>10001000</b>            |         |                 |         |        |                           |                      |               |                 |
| COUNTY COMMISSIONERS       | FEM19   | 10001000        | 1922648 | 506186 | REIMBURSABLES             | UNITED RENTALS INC   | 169806815-001 | 1,620.92        |
| COUNTY COMMISSIONERS       | FEM19   | 10001000        | 1922648 | 506186 | REIMBURSABLES             | UNITED RENTALS INC   | 170071508-001 | 1,790.40        |
| COUNTY COMMISSIONERS       | D2CUP   | 10001000        | 1923184 | 505859 | OTHER SERVICES            | AMERICAN WASTE CONTR | 0005307475    | 255.00          |
| <b>Department Total</b>    |         | <b>10001000</b> |         |        |                           |                      |               | <b>3,666.32</b> |
| <b>10001175</b>            |         |                 |         |        |                           |                      |               |                 |
| INSURANCE & CLAIMS         |         | 10001175        | 1920931 | 505665 | LITIGATION EXPENSE        | RIMKUS CONSULTING    | 6616273       | 5,495.00        |
| <b>Department Total</b>    |         | <b>10001175</b> |         |        |                           |                      |               | <b>5,495.00</b> |
| <b>10001200</b>            |         |                 |         |        |                           |                      |               |                 |
| GENERAL GOVERNMENT EXPENSE |         | 10001200        | 1915133 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 0000565816    | 42.00           |
| GENERAL GOVERNMENT EXPENSE |         | 10001200        | 1915133 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 0000570264    | 42.75           |
| GENERAL GOVERNMENT EXPENSE |         | 10001200        | 1915134 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 0000570256    | 69.30           |
| GENERAL GOVERNMENT EXPENSE |         | 10001200        | 1915134 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 0000565809    | 103.95          |
| GENERAL GOVERNMENT EXPENSE |         | 10001200        | 1915135 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 0000566402    | 44.80           |
| GENERAL GOVERNMENT EXPENSE |         | 10001200        | 1919309 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 0000565915    | 35.20           |
| GENERAL GOVERNMENT EXPENSE |         | 10001200        | 1919309 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 0000565903    | 36.48           |
| GENERAL GOVERNMENT EXPENSE |         | 10001200        | 1919309 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 0000564027    | 68.88           |
| GENERAL GOVERNMENT EXPENSE |         | 10001200        | 1919310 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 0000568909    | 35.84           |
| GENERAL GOVERNMENT EXPENSE |         | 10001200        | 1919310 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 000567240     | 35.84           |
| GENERAL GOVERNMENT EXPENSE |         | 10001200        | 1919310 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 0000568913    | 71.34           |

Tulsa County Clerk  
Purchase Orders

| Department                     | Project | Org             | PO #    | Object | Acct Desc                 | Vendor Name          | Inv Nbr                      | Amount          |
|--------------------------------|---------|-----------------|---------|--------|---------------------------|----------------------|------------------------------|-----------------|
| GENERAL GOVERNMENT EXPENSE     |         | 10001200        | 1920541 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 0000562073                   | 318.12          |
| GENERAL GOVERNMENT EXPENSE     |         | 10001200        | 1920546 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 0000565806                   | 1,236.90        |
| GENERAL GOVERNMENT EXPENSE     |         | 10001200        | 1920547 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 0000567236                   | 784.65          |
| GENERAL GOVERNMENT EXPENSE     |         | 10001200        | 1920548 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 0000568877                   | 1,100.70        |
| GENERAL GOVERNMENT EXPENSE     |         | 10001200        | 1920550 | 505890 | PUBLICATION & ADVERTISING | BH MEDIA GROUP HOLD  | 0000570259                   | 1,524.00        |
| <b>Department Total</b>        |         | <b>10001200</b> |         |        |                           |                      |                              | <b>5,550.75</b> |
| <b>10001400</b>                |         |                 |         |        |                           |                      |                              |                 |
| COUNTY EXTENSION CENTER        |         | 10001400        | 1920627 | 506303 | STATE PAYROLL             | OKLAHOMA STATE UNIVE | 121206                       | 555.00          |
| COUNTY EXTENSION CENTER        |         | 10001400        | 1920629 | 506303 | STATE PAYROLL             | OKLAHOMA STATE UNIVE | 121205                       | 832.50          |
| COUNTY EXTENSION CENTER        |         | 10001400        | 1920630 | 506303 | STATE PAYROLL             | OKLAHOMA STATE UNIVE | 121207                       | 333.00          |
| COUNTY EXTENSION CENTER        |         | 10001400        | 1920631 | 506303 | STATE PAYROLL             | OKLAHOMA STATE UNIVE | 121208                       | 804.75          |
| <b>Department Total</b>        |         | <b>10001400</b> |         |        |                           |                      |                              | <b>2,525.25</b> |
| <b>10001505</b>                |         |                 |         |        |                           |                      |                              |                 |
| EARLY SETTLEMENT COUNTY PORTIO |         | 10001505        | 1916178 | 505849 | OPERATING SUPPLIES        | AMERICAN AUTO PARKS  | MAY-2019-<br>VALIDATION<br>S | 18.48           |
| <b>Department Total</b>        |         | <b>10001505</b> |         |        |                           |                      |                              | <b>18.48</b>    |
| <b>10001550</b>                |         |                 |         |        |                           |                      |                              |                 |
| HUMAN RESOURCES                |         | 10001550        | 1920590 | 505203 | MILEAGE REIMB-IN COUNTY   | ROBINSON, MITCHELL   | 052919-<br>061119            | 84.10           |
| HUMAN RESOURCES                |         | 10001550        | 1923381 | 505203 | MILEAGE REIMB-IN COUNTY   | HERTT, SUNILYN       | 060619<br>MILEAGE            | 210.51          |
| <b>Department Total</b>        |         | <b>10001550</b> |         |        |                           |                      |                              | <b>294.61</b>   |
| <b>10001575</b>                |         |                 |         |        |                           |                      |                              |                 |
| SAFETY & EDUCATION             |         | 10001575        | 1920218 | 505802 | SAFETY SHOE PROGRAM       | MULTI SERVICE TECH   | 20190610019<br>380           | 496.07          |
| SAFETY & EDUCATION             |         | 10001575        | 1921907 | 505802 | SAFETY SHOE PROGRAM       | GELLCO UNIFORMS & SH | 05312019CO                   | 1,190.92        |
| <b>Department Total</b>        |         | <b>10001575</b> |         |        |                           |                      |                              | <b>1,686.99</b> |

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| Department              | Project | Org      | PO #    | Object | Acct Desc                    | Vendor Name         | Inv Nbr             | Amount |
|-------------------------|---------|----------|---------|--------|------------------------------|---------------------|---------------------|--------|
| <b>10001670</b>         |         |          |         |        |                              |                     |                     |        |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902114 | 505580 | EQUIP LEASE-PURCHASE<br>COST | IMAGENET CONSULTING | CNIN099226<br>7BMIT | 22.40  |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902114 | 505855 | EQUIP SERVICE AGREEMENTS     | IMAGENET CONSULTING | CNIN099226<br>7BMIT | 1.84   |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902151 | 505580 | EQUIP LEASE-PURCHASE<br>COST | IMAGENET CONSULTING | CNIN092407<br>BMIT  | 134.70 |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902151 | 505855 | EQUIP SERVICE AGREEMENTS     | IMAGENET CONSULTING | CNIN092407<br>BMIT  | 0.50   |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902195 | 505580 | EQUIP LEASE-PURCHASE<br>COST | IMAGENET CONSULTING | CNIN092248<br>BMIT  | 156.90 |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902195 | 505855 | EQUIP SERVICE AGREEMENTS     | IMAGENET CONSULTING | CNIN092248<br>BMIT  | 17.25  |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902343 | 505580 | EQUIP LEASE-PURCHASE<br>COST | IMAGENET CONSULTING | CNIN092186<br>BMIT  | 153.29 |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902343 | 505855 | EQUIP SERVICE AGREEMENTS     | IMAGENET CONSULTING | CNIN092186<br>BMIT  | 3.19   |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902366 | 505580 | EQUIP LEASE-PURCHASE<br>COST | IMAGENET CONSULTING | CNIN092249<br>BMIT  | 156.90 |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902366 | 505855 | EQUIP SERVICE AGREEMENTS     | IMAGENET CONSULTING | CNIN092249<br>BMIT  | 7.64   |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902388 | 505580 | EQUIP LEASE-PURCHASE<br>COST | IMAGENET CONSULTING | CNIN092212<br>BMIT  | 217.50 |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902388 | 505855 | EQUIP SERVICE AGREEMENTS     | IMAGENET CONSULTING | CNIN092212<br>BMIT  | 30.22  |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902399 | 505580 | EQUIP LEASE-PURCHASE<br>COST | IMAGENET CONSULTING | CNIN092214<br>BMIT  | 797.28 |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902399 | 505855 | EQUIP SERVICE AGREEMENTS     | IMAGENET CONSULTING | CNIN092214<br>BMIT  | 459.38 |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902451 | 505580 | EQUIP LEASE-PURCHASE<br>COST | XEROX CORPORATION   | 097162030           | 149.32 |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902451 | 505855 | EQUIP SERVICE AGREEMENTS     | XEROX CORPORATION   | 097162030           | 55.19  |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902461 | 505580 | EQUIP LEASE-PURCHASE<br>COST | XEROX CORPORATION   | 097162032           | 232.97 |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902461 | 505855 | EQUIP SERVICE AGREEMENTS     | XEROX CORPORATION   | 097162032           | 44.72  |
| ADMINISTRATIVE SERVICES |         | 10001670 | 1902481 | 505580 | EQUIP LEASE-PURCHASE<br>COST | XEROX CORPORATION   | 097162031           | 136.16 |

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| Department              | Project | Org             | PO #    | Object | Acct Desc                    | Vendor Name          | Inv Nbr             | Amount          |
|-------------------------|---------|-----------------|---------|--------|------------------------------|----------------------|---------------------|-----------------|
| ADMINISTRATIVE SERVICES |         | 10001670        | 1902481 | 505855 | EQUIP SERVICE AGREEMENTS     | XEROX CORPORATION    | 097162031           | 0.01            |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1906424 | 505580 | EQUIP LEASE-PURCHASE<br>COST | J D YOUNG            | 843755              | 46.95           |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1916252 | 505819 | MISCELLANEOUS SUPPLIES       | TULSA COFFEE SERVICE | 011948-2019         | 57.11           |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1916252 | 505819 | MISCELLANEOUS SUPPLIES       | TULSA COFFEE SERVICE | 506850-2019         | 78.51           |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1916252 | 505819 | MISCELLANEOUS SUPPLIES       | TULSA COFFEE SERVICE | 008877-2019         | 104.09          |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1916838 | 505551 | POSTAGE                      | UNITED PARCEL SERVIC | 00007E668E<br>239-A | 150.00          |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1916839 | 505551 | POSTAGE                      | UNITED PARCEL SERVIC | 00007E668E<br>239-B | 42.92           |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1919713 | 505580 | EQUIP LEASE-PURCHASE<br>COST | IMAGENET CONSULTING  | CNIN092232<br>BMIT  | 228.06          |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1919713 | 505855 | EQUIP SERVICE AGREEMENTS     | IMAGENET CONSULTING  | CNIN092232<br>BMIT  | 13.25           |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1919717 | 505580 | EQUIP LEASE-PURCHASE<br>COST | IMAGENET CONSULTING  | CNIN092233<br>BMIT  | 254.35          |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1919717 | 505855 | EQUIP SERVICE AGREEMENTS     | IMAGENET CONSULTING  | CNIN092233<br>BMIT  | 168.80          |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1919721 | 505580 | EQUIP LEASE-PURCHASE<br>COST | IMAGENET CONSULTING  | CNIN092231<br>BMIT  | 228.06          |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1919721 | 505855 | EQUIP SERVICE AGREEMENTS     | IMAGENET CONSULTING  | CNIN092231<br>BMIT  | 24.18           |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1919729 | 505580 | EQUIP LEASE-PURCHASE<br>COST | IMAGENET CONSULTING  | CNIN092288<br>BMIT  | 38.70           |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1919729 | 505855 | EQUIP SERVICE AGREEMENTS     | IMAGENET CONSULTING  | CNIN092288<br>BMIT  | 3.63            |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1921975 | 505580 | EQUIP LEASE-PURCHASE<br>COST | IMAGENET CONSULTING  | 1921975             | 228.06          |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1921975 | 505855 | EQUIP SERVICE AGREEMENTS     | IMAGENET CONSULTING  | 1921975             | 0.00            |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1923183 | 505580 | EQUIP LEASE-PURCHASE<br>COST | IMAGENET CONSULTING  | ARIN097637<br>BMIT  | 2,715.14        |
| ADMINISTRATIVE SERVICES |         | 10001670        | 1923262 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2039410-0           | 746.64          |
| <b>Department Total</b> |         | <b>10001670</b> |         |        |                              |                      |                     | <b>7,905.81</b> |

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
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| Department              | Project | Org             | PO #    | Object | Acct Desc                  | Vendor Name          | Inv Nbr         | Amount          |
|-------------------------|---------|-----------------|---------|--------|----------------------------|----------------------|-----------------|-----------------|
| <b>10001750</b>         |         |                 |         |        |                            |                      |                 |                 |
| PRINTING SERVICE        |         | 10001750        | 1901401 | 505590 | OPER SUPPLIES&MAINT-EQUIP  | GETTY IMAGES INC     | 14148502        | 341.67          |
| PRINTING SERVICE        |         | 10001750        | 1920677 | 505814 | PRINTING SUPPLIES          | VERITIV OPERATING    | 012-60250065    | 639.00          |
| PRINTING SERVICE        |         | 10001750        | 1920677 | 505814 | PRINTING SUPPLIES          | VERITIV OPERATING    | 012-60250460    | 958.50          |
| PRINTING SERVICE        |         | 10001750        | 1920678 | 505814 | PRINTING SUPPLIES          | VERITIV OPERATING    | 012-60252365    | 1,597.50        |
| PRINTING SERVICE        |         | 10001750        | 1921983 | 505814 | PRINTING SUPPLIES          | SIGNCASTER CORP      | 2608498-b       | 267.98          |
| PRINTING SERVICE        |         | 10001750        | 1922011 | 505580 | EQUIP LEASE-PURCHASE COST  | IMAGENET CONSULTING  | CNIN092235 BMIT | 0.00            |
| PRINTING SERVICE        |         | 10001750        | 1922011 | 505855 | EQUIP SERVICE AGREEMENTS   | IMAGENET CONSULTING  | CNIN092235 BMIT | 4,305.51        |
| PRINTING SERVICE        |         | 10001750        | 1922507 | 505590 | OPER SUPPLIES&MAINT-EQUIP  | SIGNWAREHOUSE INC    | D73617          | 123.70          |
| PRINTING SERVICE        |         | 10001750        | 1922782 | 505814 | PRINTING SUPPLIES          | ADVANTAGE GRAPHICS I | 148677          | 117.31          |
| PRINTING SERVICE        |         | 10001750        | 1922988 | 505814 | PRINTING SUPPLIES          | ADVANTAGE GRAPHICS I | 148678          | 127.00          |
| PRINTING SERVICE        |         | 10001750        | 1923265 | 505590 | OPER SUPPLIES&MAINT-EQUIP  | J D YOUNG            | 843725          | 258.00          |
| <b>Department Total</b> |         | <b>10001750</b> |         |        |                            |                      |                 | <b>8,736.17</b> |
| <b>10001775</b>         |         |                 |         |        |                            |                      |                 |                 |
| FLEET MAINTENANCE       |         | 10001775        | 1920095 | 505719 | MOTOR VEHICLES-MAINTENANCE | CHRIS NIKEL AUTO     | 706715          | 33.26           |
| FLEET MAINTENANCE       |         | 10001775        | 1920095 | 505719 | MOTOR VEHICLES-MAINTENANCE | CHRIS NIKEL AUTO     | 706771          | 41.55           |
| FLEET MAINTENANCE       |         | 10001775        | 1920095 | 505719 | MOTOR VEHICLES-MAINTENANCE | CHRIS NIKEL AUTO     | 706768          | 121.56          |
| FLEET MAINTENANCE       |         | 10001775        | 1920095 | 505719 | MOTOR VEHICLES-MAINTENANCE | CHRIS NIKEL AUTO     | 706137          | 342.68          |
| FLEET MAINTENANCE       |         | 10001775        | 1920437 | 505719 | MOTOR VEHICLES-MAINTENANCE | STOREY WRECKER INC   | 480600          | 100.00          |
| FLEET MAINTENANCE       |         | 10001775        | 1920437 | 505719 | MOTOR VEHICLES-MAINTENANCE | STOREY WRECKER INC   | 481110          | 100.00          |
| FLEET MAINTENANCE       |         | 10001775        | 1920437 | 505719 | MOTOR VEHICLES-MAINTENANCE | STOREY WRECKER INC   | 478187          | 102.50          |
| FLEET MAINTENANCE       |         | 10001775        | 1920442 | 505719 | MOTOR VEHICLES-MAINTENANCE | OREILLY AUTOMOTIVE   | 0163-128279     | 1.30            |

Tulsa County Clerk  
Purchase Orders

| Department        | Project | Org      | PO #    | Object | Acct Desc                      | Vendor Name         | Inv Nbr     | Amount   |
|-------------------|---------|----------|---------|--------|--------------------------------|---------------------|-------------|----------|
| FLEET MAINTENANCE |         | 10001775 | 1920442 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-130468 | 9.54     |
| FLEET MAINTENANCE |         | 10001775 | 1920442 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-130341 | 9.99     |
| FLEET MAINTENANCE |         | 10001775 | 1920442 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-130345 | 9.99     |
| FLEET MAINTENANCE |         | 10001775 | 1920442 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-130467 | 19.08    |
| FLEET MAINTENANCE |         | 10001775 | 1920442 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-128278 | 32.96    |
| FLEET MAINTENANCE |         | 10001775 | 1920442 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-130446 | 39.98    |
| FLEET MAINTENANCE |         | 10001775 | 1920442 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-128296 | 52.20    |
| FLEET MAINTENANCE |         | 10001775 | 1920442 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-130330 | 139.29   |
| FLEET MAINTENANCE |         | 10001775 | 1920442 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-128276 | 155.96   |
| FLEET MAINTENANCE |         | 10001775 | 1920442 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-130385 | 220.44   |
| FLEET MAINTENANCE |         | 10001775 | 1920442 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-131968 | 339.96   |
| FLEET MAINTENANCE |         | 10001775 | 1921769 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-131102 | 169.99   |
| FLEET MAINTENANCE |         | 10001775 | 1921769 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-131969 | 437.40   |
| FLEET MAINTENANCE |         | 10001775 | 1921770 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-132463 | 7.98     |
| FLEET MAINTENANCE |         | 10001775 | 1921770 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-132327 | 48.70    |
| FLEET MAINTENANCE |         | 10001775 | 1921770 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-132289 | 51.60    |
| FLEET MAINTENANCE |         | 10001775 | 1921770 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-132258 | 137.40   |
| FLEET MAINTENANCE |         | 10001775 | 1921770 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-132503 | 323.64   |
| FLEET MAINTENANCE |         | 10001775 | 1921770 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | OREILLY AUTOMOTIVE  | 0163-132222 | 459.96   |
| FLEET MAINTENANCE |         | 10001775 | 1921952 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | COLLISION CENTER OF | K8650       | 2,045.21 |

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| FLEET MAINTENANCE         |         | 10001775        | 1921955 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE  | DP GILLIAM HOLDINGS  | 12933              | 160.00           |
| FLEET MAINTENANCE         |         | 10001775        | 1923089 | 505709 | MOTOR VEHICLES-OPER<br>SUPPLIES | PETROLEUM TRADERS    | 1412379            | 14,725.43        |
| <b>Department Total</b>   |         | <b>10001775</b> |         |        |                                 |                      |                    | <b>20,439.55</b> |
| <b>10001850</b>           |         |                 |         |        |                                 |                      |                    |                  |
| BLDG OPS ADMIN            |         | 10001850        | 1921777 | 505859 | OTHER SERVICES                  | CINTAS CORPORATION   | 063273431          | 20.10            |
| BLDG OPS ADMIN            |         | 10001850        | 1921777 | 505859 | OTHER SERVICES                  | CINTAS CORPORATION   | 063273430          | 114.98           |
| BLDG OPS ADMIN            |         | 10001850        | 1921777 | 505859 | OTHER SERVICES                  | CINTAS CORPORATION   | 063272994          | 139.79           |
| BLDG OPS ADMIN            |         | 10001850        | 1921777 | 505859 | OTHER SERVICES                  | CINTAS CORPORATION   | 063274931          | 253.11           |
| <b>Department Total</b>   |         | <b>10001850</b> |         |        |                                 |                      |                    | <b>527.98</b>    |
| <b>10001925</b>           |         |                 |         |        |                                 |                      |                    |                  |
| BLDG MAINTENANCE          |         | 10001925        | 1920118 | 505539 | BLDGS & GROUNDS<br>MAINTENANCE  | MARQUIS HARDWARE     | 163192             | 431.94           |
| BLDG MAINTENANCE          |         | 10001925        | 1921348 | 505539 | BLDGS & GROUNDS<br>MAINTENANCE  | TULSA COFFEE SERVICE | 730204-2019        | 359.40           |
| BLDG MAINTENANCE          |         | 10001925        | 1921786 | 505539 | BLDGS & GROUNDS<br>MAINTENANCE  | W W GRAINGER INC     | 9196386040         | 395.69           |
| BLDG MAINTENANCE          | BO9P1   | 10001925        | 1922081 | 505539 | BLDGS & GROUNDS<br>MAINTENANCE  | STUART C IRBY COMPAN | S011360288-<br>001 | 824.80           |
| BLDG MAINTENANCE          |         | 10001925        | 1922419 | 505539 | BLDGS & GROUNDS<br>MAINTENANCE  | UNITED REFRIGERATION | 68221637-00        | 138.24           |
| BLDG MAINTENANCE          |         | 10001925        | 1923098 | 505539 | BLDGS & GROUNDS<br>MAINTENANCE  | SHI INTERNATIONAL CO | B10094052          | 143.40           |
| <b>Department Total</b>   |         | <b>10001925</b> |         |        |                                 |                      |                    | <b>2,293.47</b>  |
| <b>10001930</b>           |         |                 |         |        |                                 |                      |                    |                  |
| BLDG MAINT TC HQ BUILDING |         | 10001930        | 1910113 | 505539 | BLDGS & GROUNDS<br>MAINTENANCE  | MARQUIS HARDWARE     | 160962             | 28.58            |
| <b>Department Total</b>   |         | <b>10001930</b> |         |        |                                 |                      |                    | <b>28.58</b>     |
| <b>10001975</b>           |         |                 |         |        |                                 |                      |                    |                  |
| RENTALS & UTILITIES       |         | 10001975        | 1922169 | 505969 | UTILITY SERVICES                | CITY OF TULSA        | 1036-8809-9        | 996.51           |
| RENTALS & UTILITIES       |         | 10001975        | 1922172 | 505969 | UTILITY SERVICES                | CITY OF TULSA        | 1023-5207-7        | 126.95           |



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| RENTALS & UTILITIES     |         | 10001975        | 1922172 | 505969 | UTILITY SERVICES             | CITY OF TULSA        | 1023-5208-5         | 471.84          |
| <b>Department Total</b> |         | <b>10001975</b> |         |        |                              |                      |                     | <b>1,595.30</b> |
| <b>10002000</b>         |         |                 |         |        |                              |                      |                     |                 |
| IT GENERAL              |         | 10002000        | 1911046 | 505889 | PROFESSIONAL & TECH SERVICES | INTERWORKS INC       | 208155              | 612.50          |
| IT GENERAL              |         | 10002000        | 1917543 | 505940 | TRAINING                     | VANDERBURG, EDWARD   | Vanderburg060619    | 1,215.34        |
| IT GENERAL              |         | 10002000        | 1917550 | 505969 | UTILITY SERVICES             | COXCOM INC           | 001-6311-0668565001 | 515.35          |
| IT GENERAL              |         | 10002000        | 1918148 | 505969 | UTILITY SERVICES             | COXCOM INC           | 001-6311-073309501  | 139.95          |
| <b>Department Total</b> |         | <b>10002000</b> |         |        |                              |                      |                     | <b>2,483.14</b> |
| <b>10002275</b>         |         |                 |         |        |                              |                      |                     |                 |
| COUNTY INSPECTOR        |         | 10002275        | 1921202 | 505203 | MILEAGE REIMB-IN COUNTY      | TOSH, TERESA J       | MAY MILEAGE         | 203.58          |
| <b>Department Total</b> |         | <b>10002275</b> |         |        |                              |                      |                     | <b>203.58</b>   |
| <b>10002525</b>         |         |                 |         |        |                              |                      |                     |                 |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1909081 | 505969 | UTILITY SERVICES             | PUBLIC SERVICE COMPA | 956-961-864-0-2     | 5.12            |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1909081 | 505969 | UTILITY SERVICES             | PUBLIC SERVICE COMPA | 951-690-044-0-5     | 7.64            |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1909081 | 505969 | UTILITY SERVICES             | PUBLIC SERVICE COMPA | 952-237-501-0-0     | 10.25           |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1909081 | 505969 | UTILITY SERVICES             | PUBLIC SERVICE COMPA | 950-411-062-1-2     | 11.17           |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1909081 | 505969 | UTILITY SERVICES             | PUBLIC SERVICE COMPA | 952-290-044-0-3     | 13.58           |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1909081 | 505969 | UTILITY SERVICES             | PUBLIC SERVICE COMPA | 954-790-044-0-0     | 13.58           |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1909081 | 505969 | UTILITY SERVICES             | PUBLIC SERVICE COMPA | 956-348-354-0-9     | 20.05           |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1909081 | 505969 | UTILITY SERVICES             | PUBLIC SERVICE COMPA | 954-838-354-0-1     | 23.33           |

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| COUNTY ENGINEERS-GEN    |         | 10002525        | 1909081 | 505969 | UTILITY SERVICES       | PUBLIC SERVICE COMPA | 957-938-354-0-6      | 83.26           |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1909081 | 505969 | UTILITY SERVICES       | PUBLIC SERVICE COMPA | 951-058-354-0-9      | 268.19          |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1909081 | 505969 | UTILITY SERVICES       | PUBLIC SERVICE COMPA | 959-037-501-0-7      | 590.18          |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1913371 | 505969 | UTILITY SERVICES       | OG&E                 | 127564691-5          | 36.54           |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1918174 | 505969 | UTILITY SERVICES       | WINDSTREAM CORPORATI | 100971415            | 310.62          |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1919469 | 505969 | UTILITY SERVICES       | CITY OF TULSA        | 1028-8631-4          | 133.98          |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1921707 | 505969 | UTILITY SERVICES       | PUBLIC SERVICE COMPA | 958-848-354-0-6      | 34.09           |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1921707 | 505969 | UTILITY SERVICES       | PUBLIC SERVICE COMPA | 959-448-354-0-4      | 42.65           |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1921707 | 505969 | UTILITY SERVICES       | PUBLIC SERVICE COMPA | 954-158-354-0-4      | 423.16          |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1922200 | 505969 | UTILITY SERVICES       | ONEOK INC            | 210034034-1037697-73 | 121.63          |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1922202 | 505969 | UTILITY SERVICES       | ONEOK INC            | 210055579-1054901-73 | 104.46          |
| COUNTY ENGINEERS-GEN    |         | 10002525        | 1922204 | 505969 | UTILITY SERVICES       | PUBLIC SERVICE COMPA | 952-690-413-0-7      | 766.96          |
| <b>Department Total</b> |         | <b>10002525</b> |         |        |                        |                      |                      | <b>3,020.44</b> |
| <b>10002550</b>         |         |                 |         |        |                        |                      |                      |                 |
| LEVEE MAINTENANCE       |         | 10002550        | 1905902 | 505849 | OPERATING SUPPLIES     | CUSTOM CUTS TREE CAR | 2145                 | 1,450.00        |
| LEVEE MAINTENANCE       |         | 10002550        | 1922749 | 505849 | OPERATING SUPPLIES     | CUSTOM CUTS TREE CAR | 2146                 | 1,450.00        |
| <b>Department Total</b> |         | <b>10002550</b> |         |        |                        |                      |                      | <b>2,900.00</b> |
| <b>10002575</b>         |         |                 |         |        |                        |                      |                      |                 |
| PARK OPERATIONS-GENERAL |         | 10002575        | 1920860 | 505969 | UTILITY SERVICES       | ONEOK INC            | 211054098-1744682-09 | 97.10           |
| PARK OPERATIONS-GENERAL |         | 10002575        | 1920860 | 505969 | UTILITY SERVICES       | ONEOK INC            | 210055381-1054713-00 | 120.00          |
| <b>Department Total</b> |         | <b>10002575</b> |         |        |                        |                      |                      | <b>217.10</b>   |
| <b>10002750</b>         |         |                 |         |        |                        |                      |                      |                 |
| REMEDIAL AID            |         | 10002750        | 1917763 | 505776 | CHEMICAL & LAB SUPPLIE | REGIONAL MEDICAL LAB | 33930362             | 24.00           |

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| REMEDIAL AID            |         | 10002750        | 1921564 | 506080 | CONTRACTED MEDICAL SERVICES | BROKEN ARROW FAMILY  | MAY28,29,30,2019  | 450.00          |
| REMEDIAL AID            |         | 10002750        | 1921564 | 506080 | CONTRACTED MEDICAL SERVICES | BROKEN ARROW FAMILY  | June4,5,6,2019    | 855.00          |
| REMEDIAL AID            |         | 10002750        | 1923250 | 506030 | BURIAL FOR THE POOR         | STUMPF CORPORATION   | 0010-7742-STANGER | 190.00          |
| REMEDIAL AID            |         | 10002750        | 1923251 | 506030 | BURIAL FOR THE POOR         | MOORE FUNERAL HOME I | WEBSTER-BRYAN     | 190.00          |
| <b>Department Total</b> |         | <b>10002750</b> |         |        |                             |                      |                   | <b>1,709.00</b> |
| <b>10002800</b>         |         |                 |         |        |                             |                      |                   |                 |
| EMERGENCY SHELTER       |         | 10002800        | 1909382 | 505760 | JANITORIAL SUPPLIES         | JOHNSON CHEMICALS    | M01-52-4418       | 215.00          |
| EMERGENCY SHELTER       |         | 10002800        | 1909383 | 505760 | JANITORIAL SUPPLIES         | JOHNSON CHEMICALS    | M01-52-4419       | 215.00          |
| EMERGENCY SHELTER       |         | 10002800        | 1909384 | 505760 | JANITORIAL SUPPLIES         | JOHNSON CHEMICALS    | MO1-52-4416       | 215.00          |
| EMERGENCY SHELTER       |         | 10002800        | 1909400 | 505760 | JANITORIAL SUPPLIES         | JOHNSON CHEMICALS    | MO1-52-4417       | 215.00          |
| <b>Department Total</b> |         | <b>10002800</b> |         |        |                             |                      |                   | <b>860.00</b>   |
| <b>10002875</b>         |         |                 |         |        |                             |                      |                   |                 |
| PHARMACY                |         | 10002875        | 1917922 | 506170 | PHARMACY SUPPLIES           | AMERISOURCEBERGEN    | 954995298         | 2.10            |
| PHARMACY                |         | 10002875        | 1917922 | 506170 | PHARMACY SUPPLIES           | AMERISOURCEBERGEN    | 550871333         | 3.02            |
| PHARMACY                |         | 10002875        | 1917922 | 506170 | PHARMACY SUPPLIES           | AMERISOURCEBERGEN    | 954995297         | 1,805.59        |
| PHARMACY                |         | 10002875        | 1922111 | 506170 | PHARMACY SUPPLIES           | AMERISOURCEBERGEN    | 954771018         | 8.23            |
| PHARMACY                |         | 10002875        | 1922111 | 506170 | PHARMACY SUPPLIES           | AMERISOURCEBERGEN    | 954771017         | 745.77          |
| <b>Department Total</b> |         | <b>10002875</b> |         |        |                             |                      |                   | <b>2,564.71</b> |
| <b>10002925</b>         |         |                 |         |        |                             |                      |                   |                 |
| ELECT STAFF             |         | 10002925        | 1916094 | 505909 | RENTALS & LEASES            | J D YOUNG            | 843753            | 46.95           |
| ELECT STAFF             |         | 10002925        | 1923310 | 506162 | IMPOVEMENTS TO BUILDINGS    | BKL INC              | INV-00059307      | 50.00           |
| ELECT STAFF             |         | 10002925        | 1923310 | 506162 | IMPOVEMENTS TO BUILDINGS    | BKL INC              | INV-00059305      | 96.75           |
| ELECT STAFF             |         | 10002925        | 1923310 | 506162 | IMPOVEMENTS TO BUILDINGS    | BKL INC              | INV-00064212      | 2,886.20        |
| ELECT STAFF             |         | 10002925        | 1923315 | 505920 | SUBSCRIPTIONS & MEMBERSHIPS | CAPITOL INFORMATION  | 061119-FREEMAN-G  | 127.00          |

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| ELECT STAFF             |         | 10002925        | 1923315 | 505920 | SUBSCRIPTIONS & MEMBERSHIPS  | CAPITOL INFORMATION  | 061119-WILLIAMS-S     | 127.00          |
| <b>Department Total</b> |         | <b>10002925</b> |         |        |                              |                      |                       | <b>3,333.90</b> |
| <b>10002950</b>         |         |                 |         |        |                              |                      |                       |                 |
| COUNTY TREASURER        |         | 10002950        | 1900891 | 505849 | OPERATING SUPPLIES           | XEROX CORPORATION    | 097076439             | 7.61            |
| COUNTY TREASURER        |         | 10002950        | 1900891 | 505909 | RENTALS & LEASES             | XEROX CORPORATION    | 097076439             | 146.24          |
| COUNTY TREASURER        |         | 10002950        | 1901376 | 505849 | OPERATING SUPPLIES           | XEROX CORPORATION    | 09706440              | 33.85           |
| COUNTY TREASURER        |         | 10002950        | 1901376 | 505909 | RENTALS & LEASES             | XEROX CORPORATION    | 09706440              | 250.38          |
| <b>Department Total</b> |         | <b>10002950</b> |         |        |                              |                      |                       | <b>438.08</b>   |
| <b>10003150</b>         |         |                 |         |        |                              |                      |                       |                 |
| COUNTY ASSESSOR         |         | 10003150        | 1919841 | 505738 | NON-CAPITAL OFFICE EQUIPMENT | JTF BUSINESS SYSTEMS | INV89828              | 307.97          |
| COUNTY ASSESSOR         |         | 10003150        | 1920817 | 505920 | SUBSCRIPTIONS & MEMBERSHIPS  | WEST PUBLISHING CORP | 840359354             | 618.65          |
| COUNTY ASSESSOR         |         | 10003150        | 1920818 | 505920 | SUBSCRIPTIONS & MEMBERSHIPS  | CELLCO PARTNERSHIP   | 922549570-00001       | 38.01           |
| COUNTY ASSESSOR         |         | 10003150        | 1921827 | 505204 | TRAVEL-OUT OF COUNTY         | HOLLAWAY, CARAH      | 060219-060719         | 335.50          |
| COUNTY ASSESSOR         |         | 10003150        | 1921831 | 505204 | TRAVEL-OUT OF COUNTY         | STEWART, KAYLA       | 060219-060719         | 335.50          |
| COUNTY ASSESSOR         |         | 10003150        | 1922409 | 505920 | SUBSCRIPTIONS & MEMBERSHIPS  | COXCOM INC           | 001-6311-000121802    | 61.74           |
| COUNTY ASSESSOR         |         | 10003150        | 1922411 | 505590 | OPER SUPPLIES&MAINT-EQUIP    | J D YOUNG            | 843024                | 56.34           |
| COUNTY ASSESSOR         |         | 10003150        | 1923202 | 505204 | TRAVEL-OUT OF COUNTY         | STANLEY, TAMARA      | 061019IAAO-COURSE101  | 575.45          |
| COUNTY ASSESSOR         |         | 10003150        | 1923203 | 505204 | TRAVEL-OUT OF COUNTY         | HOLLAWAY, CARAH      | 061019-IAAOCOURS E101 | 575.45          |
| COUNTY ASSESSOR         |         | 10003150        | 1923204 | 505819 | MISCELLANEOUS SUPPLIES       | TULSA COFFEE SERVICE | 730192-2019           | 157.72          |
| <b>Department Total</b> |         | <b>10003150</b> |         |        |                              |                      |                       | <b>3,062.33</b> |

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| <b>10003599</b>             |         |                 |         |        |                                   |                      |                              |                  |
| SHERIFF WARRANT DIVISION    |         | 10003599        | 1923154 | 505849 | OPERATING SUPPLIES                | WALKER COMPANIES     | ENGLE-<br>NOTARY-<br>2019    | 92.50            |
| <b>Department Total</b>     |         | <b>10003599</b> |         |        |                                   |                      |                              | <b>92.50</b>     |
| <b>10003600</b>             |         |                 |         |        |                                   |                      |                              |                  |
| SHERIFF'S DEPT-GENERAL FUND |         | 10003600        | 1907214 | 505865 | EMPLOYMENT TESTING &<br>SCREENING | ONE SOURCE OCCUPATIO | 184976                       | 190.00           |
| SHERIFF'S DEPT-GENERAL FUND |         | 10003600        | 1907214 | 505865 | EMPLOYMENT TESTING &<br>SCREENING | ONE SOURCE OCCUPATIO | 185759                       | 190.00           |
| SHERIFF'S DEPT-GENERAL FUND |         | 10003600        | 1917990 | 607071 | DATA PROCESSING<br>EQUIPMENT      | INTERWORKS INC       | 205897                       | 25,638.10        |
| SHERIFF'S DEPT-GENERAL FUND |         | 10003600        | 1917990 | 505566 | NON-CAPITAL HARDWARE              | INTERWORKS INC       | 205897                       | 0.00             |
| SHERIFF'S DEPT-GENERAL FUND |         | 10003600        | 1917990 | 505566 | NON-CAPITAL HARDWARE              | INTERWORKS INC       | 206527                       | 185.94           |
| SHERIFF'S DEPT-GENERAL FUND |         | 10003600        | 1918030 | 505969 | UTILITY SERVICES                  | AMERICAN WASTE CONTR | 0005304769                   | 26.00            |
| SHERIFF'S DEPT-GENERAL FUND |         | 10003600        | 1922029 | 505849 | OPERATING SUPPLIES                | OKLAHOMA POLICE      | 0054529                      | 14.00            |
| SHERIFF'S DEPT-GENERAL FUND |         | 10003600        | 1922712 | 505865 | EMPLOYMENT TESTING &<br>SCREENING | ONE SOURCE OCCUPATIO | 184964                       | 725.00           |
| SHERIFF'S DEPT-GENERAL FUND |         | 10003600        | 1922712 | 505865 | EMPLOYMENT TESTING &<br>SCREENING | ONE SOURCE OCCUPATIO | 184966                       | 725.00           |
| SHERIFF'S DEPT-GENERAL FUND |         | 10003600        | 1922712 | 505865 | EMPLOYMENT TESTING &<br>SCREENING | ONE SOURCE OCCUPATIO | 185924                       | 725.00           |
| SHERIFF'S DEPT-GENERAL FUND |         | 10003600        | 1923323 | 505909 | RENTALS & LEASES                  | AQUARIUS ENTERPRISES | 280654                       | 54.95            |
| SHERIFF'S DEPT-GENERAL FUND |         | 10003600        | 1923324 | 505909 | RENTALS & LEASES                  | AQUARIUS ENTERPRISES | 280489                       | 274.75           |
| SHERIFF'S DEPT-GENERAL FUND |         | 10003600        | 1923351 | 505849 | OPERATING SUPPLIES                | MORRISON, JASON C    | 2019-<br>FLOOD-<br>REIMBURSE | 30.36            |
| <b>Department Total</b>     |         | <b>10003600</b> |         |        |                                   |                      |                              | <b>28,779.10</b> |
| <b>10003655</b>             |         |                 |         |        |                                   |                      |                              |                  |
| COURT SERVICES              | CT13V   | 10003655        | 1919866 | 505559 | COMMUNICATION SRVS                | AT&T MOBILITY II LLC | 28728739420<br>6X0503201     | 49.23            |
| COURT SERVICES              |         | 10003655        | 1919866 | 505559 | COMMUNICATION SRVS                | AT&T MOBILITY II LLC | 28728739420<br>6X0503201     | 996.89           |
| COURT SERVICES              |         | 10003655        | 1921314 | 505559 | COMMUNICATION SRVS                | CELLCO PARTNERSHIP   | 742216843-<br>00001          | 40.01            |

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| COURT SERVICES                |         | 10003655        | 1921315 | 505906 | MONITORS                     | BI INCORPORATED      | 1144498       | 13,597.64        |
| COURT SERVICES                |         | 10003655        | 1921318 | 505849 | OPERATING SUPPLIES           | J D YOUNG            | 843754        | 46.95            |
| COURT SERVICES                |         | 10003655        | 1921319 | 505906 | MONITORS                     | ALCOHOL MONITORING   | 181689        | 8,736.68         |
| COURT SERVICES                |         | 10003655        | 1921320 | 505849 | OPERATING SUPPLIES           | REGIONAL ORGANIZED C | 0043013-in    | 300.00           |
| COURT SERVICES                |         | 10003655        | 1922453 | 505599 | UA TESTING                   | FIZZ-O WATER INC     | 1239028       | 81.00            |
| <b>Department Total</b>       |         | <b>10003655</b> |         |        |                              |                      |               | <b>23,848.40</b> |
| <b>10003675</b>               |         |                 |         |        |                              |                      |               |                  |
| PUBLIC DEFENDER-GEN           |         | 10003675        | 1919043 | 505739 | OFFICE SUPPLIES              | CUSTOM CRAFT AWARDS  | CCA-19-0154   | 18.50            |
| <b>Department Total</b>       |         | <b>10003675</b> |         |        |                              |                      |               | <b>18.50</b>     |
| <b>10003750</b>               |         |                 |         |        |                              |                      |               |                  |
| JUVENILE PROBATION            |         | 10003750        | 1918773 | 505859 | OTHER SERVICES               | TULSA COUNTY SHERIFF | 314307        | 5,758.44         |
| JUVENILE PROBATION            |         | 10003750        | 1920332 | 505203 | MILEAGE REIMB-IN COUNTY      | MIDDLETON, TARA K    | 050319-053119 | 66.12            |
| JUVENILE PROBATION            |         | 10003750        | 1920333 | 505819 | MISCELLANEOUS SUPPLIES       | AQUARIUS ENTERPRISES | 279496        | 49.50            |
| JUVENILE PROBATION            |         | 10003750        | 1921954 | 505849 | OPERATING SUPPLIES           | CONCORDANCE HEALTH   | 16433265      | 300.00           |
| JUVENILE PROBATION            |         | 10003750        | 1923113 | 505564 | SOFTWARE NON-CAPITAL         | RAPID INSIGHT INC    | 69            | 3,500.00         |
| <b>Department Total</b>       |         | <b>10003750</b> |         |        |                              |                      |               | <b>9,674.06</b>  |
| <b>10003825</b>               |         |                 |         |        |                              |                      |               |                  |
| JUVENILE LIFE/PHOENIX PROGRAM | JPARB   | 10003825        | 1917604 | 505889 | PROFESSIONAL & TECH SERVICES | REBSAMEN, KIMBERLY   | 5             | 2,000.00         |
| <b>Department Total</b>       |         | <b>10003825</b> |         |        |                              |                      |               | <b>2,000.00</b>  |
| <b>20101600</b>               |         |                 |         |        |                              |                      |               |                  |
| COBRA COUNTY                  |         | 20101600        | 1919853 | 506085 | EXPENSES FOR ADMINISTRATION  | DISCOVERY BENEFITS   | 0001019553-IN | 1,109.76         |
| <b>Department Total</b>       |         | <b>20101600</b> |         |        |                              |                      |               | <b>1,109.76</b>  |
| <b>20101655</b>               |         |                 |         |        |                              |                      |               |                  |
| FLEX SPENDING ACCOUNT         |         | 20101655        | 1909176 | 506085 | EXPENSES FOR ADMINISTRATION  | HEALTHSMART BENEFIT  | 2550-DEC-2018 | 971.75           |
| <b>Department Total</b>       |         | <b>20101655</b> |         |        |                              |                      |               | <b>971.75</b>    |

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| <b>20101660</b>                |         |                 |         |        |                             |                      |               |               |
| HEALTH DEPT FLEX SPENDING ACCT |         | 20101660        | 1909176 | 506085 | EXPENSES FOR ADMINISTRATION | HEALTHSMART BENEFIT  | 2550-DEC-2018 | 367.25        |
| <b>Department Total</b>        |         | <b>20101660</b> |         |        |                             |                      |               | <b>367.25</b> |
| <b>20202585</b>                |         |                 |         |        |                             |                      |               |               |
| PARK OPERATIONS                |         | 20202585        | 1907282 | 505803 | RECREATIONAL & EDUCATIONAL  | ALLIED REFRIGERATION | 9944A         | 168.75        |
| PARK OPERATIONS                |         | 20202585        | 1920647 | 505539 | BLDGS & GROUNDS MAINTENANCE | B & B THEATRES OPERA | STAR061119    | 784.60        |
| PARK OPERATIONS                |         | 20202585        | 1921518 | 505969 | UTILITY SERVICES            | CITY OF TULSA        | 1036-8326-4   | 2,276.28      |
| PARK OPERATIONS                |         | 20202585        | 1921717 | 505539 | BLDGS & GROUNDS MAINTENANCE | HFE PROCESS INC      | 8283          | 865.33        |
| PARK OPERATIONS                |         | 20202585        | 1921757 | 505539 | BLDGS & GROUNDS MAINTENANCE | AMERICAN SERVICES IN | 0039327-IN    | 5.00          |
| PARK OPERATIONS                |         | 20202585        | 1921757 | 505539 | BLDGS & GROUNDS MAINTENANCE | AMERICAN SERVICES IN | 0039329-IN    | 10.00         |
| PARK OPERATIONS                |         | 20202585        | 1921757 | 505539 | BLDGS & GROUNDS MAINTENANCE | AMERICAN SERVICES IN | 0039321-IN    | 19.00         |
| PARK OPERATIONS                |         | 20202585        | 1921757 | 505539 | BLDGS & GROUNDS MAINTENANCE | AMERICAN SERVICES IN | 0039322-IN    | 19.00         |
| PARK OPERATIONS                |         | 20202585        | 1921757 | 505539 | BLDGS & GROUNDS MAINTENANCE | AMERICAN SERVICES IN | 0039323-IN    | 19.00         |
| PARK OPERATIONS                |         | 20202585        | 1921757 | 505539 | BLDGS & GROUNDS MAINTENANCE | AMERICAN SERVICES IN | 0039161-IN    | 20.00         |
| PARK OPERATIONS                |         | 20202585        | 1921757 | 505539 | BLDGS & GROUNDS MAINTENANCE | AMERICAN SERVICES IN | 0039326-IN    | 20.00         |
| PARK OPERATIONS                |         | 20202585        | 1921757 | 505539 | BLDGS & GROUNDS MAINTENANCE | AMERICAN SERVICES IN | 0039325-IN    | 40.00         |
| PARK OPERATIONS                |         | 20202585        | 1921958 | 505540 | SWIMMING POOL SUPPLIES      | RECREONICS INC       | CM-809954     | -167.76       |
| PARK OPERATIONS                |         | 20202585        | 1921958 | 505540 | SWIMMING POOL SUPPLIES      | RECREONICS INC       | 809514        | 167.76        |
| PARK OPERATIONS                |         | 20202585        | 1921958 | 505540 | SWIMMING POOL SUPPLIES      | RECREONICS INC       | 808279        | 193.72        |
| PARK OPERATIONS                |         | 20202585        | 1922751 | 505803 | RECREATIONAL & EDUCATIONAL  | W JOE SHAW LTD       | T048896       | 77.73         |

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| PARK OPERATIONS         |         | 20202585        | 1922955 | 505539 | BLDGS & GROUNDS MAINTENANCE | BOXWOOD TECHNOLOGY   | 3397951        | 244.00          |
| PARK OPERATIONS         |         | 20202585        | 1923111 | 505539 | BLDGS & GROUNDS MAINTENANCE | MAYANMAR CHRISTIAN   | 99219          | 200.00          |
| PARK OPERATIONS         |         | 20202585        | 1923111 | 505539 | BLDGS & GROUNDS MAINTENANCE | MAYANMAR CHRISTIAN   | 92225          | 405.00          |
| PARK OPERATIONS         |         | 20202585        | 1923135 | 505539 | BLDGS & GROUNDS MAINTENANCE | TULSA GAS & GEAR LLC | 50123509       | 112.50          |
| <b>Department Total</b> |         | <b>20202585</b> |         |        |                             |                      |                | <b>5,479.91</b> |
| <b>20202600</b>         |         |                 |         |        |                             |                      |                |                 |
| GROUND & MAINTENANCE    |         | 20202600        | 1910078 | 505536 | PLUMBING SERVICE            | STUART C IRBY COMPAN | S011242238-002 | 168.05          |
| GROUND & MAINTENANCE    |         | 20202600        | 1910078 | 505536 | PLUMBING SERVICE            | STUART C IRBY COMPAN | S011242238-001 | 246.06          |
| GROUND & MAINTENANCE    |         | 20202600        | 1912114 | 505539 | BLDGS & GROUNDS MAINTENANCE | DAVCO MECHANICAL     | 4157           | 225.00          |
| GROUND & MAINTENANCE    |         | 20202600        | 1918399 | 505536 | PLUMBING SERVICE            | STUART C IRBY COMPAN | S011326217-001 | 15.50           |
| GROUND & MAINTENANCE    |         | 20202600        | 1918399 | 505536 | PLUMBING SERVICE            | STUART C IRBY COMPAN | S011352594-002 | 16.80           |
| GROUND & MAINTENANCE    |         | 20202600        | 1918399 | 505536 | PLUMBING SERVICE            | STUART C IRBY COMPAN | S011352594-001 | 88.60           |
| GROUND & MAINTENANCE    |         | 20202600        | 1918399 | 505536 | PLUMBING SERVICE            | STUART C IRBY COMPAN | S011372625-001 | 331.08          |
| GROUND & MAINTENANCE    |         | 20202600        | 1921344 | 505590 | OPER SUPPLIES&MAINT-EQUIP   | R & R PRODUCTS INC   | CD2350259      | 84.40           |
| GROUND & MAINTENANCE    |         | 20202600        | 1921344 | 505590 | OPER SUPPLIES&MAINT-EQUIP   | R & R PRODUCTS INC   | CD2347648      | 86.20           |
| GROUND & MAINTENANCE    |         | 20202600        | 1921344 | 505590 | OPER SUPPLIES&MAINT-EQUIP   | R & R PRODUCTS INC   | CD2347606      | 232.30          |
| GROUND & MAINTENANCE    |         | 20202600        | 1921344 | 505590 | OPER SUPPLIES&MAINT-EQUIP   | R & R PRODUCTS INC   | CD2347742      | 764.00          |
| <b>Department Total</b> |         | <b>20202600</b> |         |        |                             |                      |                | <b>2,257.99</b> |
| <b>20202650</b>         |         |                 |         |        |                             |                      |                |                 |
| LAFORTUNE GOLF COURSE   |         | 20202650        | 1919347 | 506175 | PURCHASES FOR RESALE-PARKS  | BEN E KEITH FOODS    | 64366437       | 799.45          |
| LAFORTUNE GOLF COURSE   |         | 20202650        | 1919822 | 506175 | PURCHASES FOR RESALE-PARKS  | BEN E KEITH FOODS    | 64370649       | 16.16           |



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| LAFORTUNE GOLF COURSE   |         | 20202650        | 1919822 | 506175 | PURCHASES FOR RESALE-PARKS | BEN E KEITH FOODS    | 64367934    | 125.51          |
| LAFORTUNE GOLF COURSE   |         | 20202650        | 1919822 | 506175 | PURCHASES FOR RESALE-PARKS | BEN E KEITH FOODS    | 64367917    | 132.59          |
| LAFORTUNE GOLF COURSE   |         | 20202650        | 1920427 | 506175 | PURCHASES FOR RESALE-PARKS | BOTTLING GROUP LLC   | 29818356    | 797.10          |
| LAFORTUNE GOLF COURSE   |         | 20202650        | 1920452 | 505590 | OPER SUPPLIES&MAINT-EQUIP  | BATTERY OUTFITTERS I | 1348281     | 599.97          |
| LAFORTUNE GOLF COURSE   |         | 20202650        | 1921752 | 505590 | OPER SUPPLIES&MAINT-EQUIP  | OREILLY AUTOMOTIVE   | 0162-370414 | 75.94           |
| LAFORTUNE GOLF COURSE   |         | 20202650        | 1921752 | 505590 | OPER SUPPLIES&MAINT-EQUIP  | OREILLY AUTOMOTIVE   | 0162-369570 | 95.23           |
| LAFORTUNE GOLF COURSE   |         | 20202650        | 1921752 | 505590 | OPER SUPPLIES&MAINT-EQUIP  | OREILLY AUTOMOTIVE   | 0162-369238 | 101.18          |
| LAFORTUNE GOLF COURSE   |         | 20202650        | 1921752 | 505590 | OPER SUPPLIES&MAINT-EQUIP  | OREILLY AUTOMOTIVE   | 0162-368866 | 103.98          |
| LAFORTUNE GOLF COURSE   |         | 20202650        | 1921752 | 505590 | OPER SUPPLIES&MAINT-EQUIP  | OREILLY AUTOMOTIVE   | 0162-369416 | 218.19          |
| LAFORTUNE GOLF COURSE   |         | 20202650        | 1921800 | 506175 | PURCHASES FOR RESALE-PARKS | CINTAS CORPORATION   | 063268761   | 88.78           |
| LAFORTUNE GOLF COURSE   |         | 20202650        | 1921800 | 506175 | PURCHASES FOR RESALE-PARKS | CINTAS CORPORATION   | 063271854   | 88.78           |
| LAFORTUNE GOLF COURSE   |         | 20202650        | 1921800 | 506175 | PURCHASES FOR RESALE-PARKS | CINTAS CORPORATION   | 063267427   | 97.20           |
| LAFORTUNE GOLF COURSE   |         | 20202650        | 1921800 | 506175 | PURCHASES FOR RESALE-PARKS | CINTAS CORPORATION   | 063270560   | 97.20           |
| LAFORTUNE GOLF COURSE   |         | 20202650        | 1921803 | 506175 | PURCHASES FOR RESALE-PARKS | TULSA COFFEE SERVICE | 013326      | 45.98           |
| <b>Department Total</b> |         | <b>20202650</b> |         |        |                            |                      |             | <b>3,483.24</b> |
| <b>20202675</b>         |         |                 |         |        |                            |                      |             |                 |
| SOUTHLAKES GOLF COURSE  |         | 20202675        | 1903129 | 505590 | OPER SUPPLIES&MAINT-EQUIP  | SMITH GARDEN EQUIPME | CM-044657   | -42.41          |
| SOUTHLAKES GOLF COURSE  |         | 20202675        | 1903129 | 505590 | OPER SUPPLIES&MAINT-EQUIP  | SMITH GARDEN EQUIPME | 840759      | 136.59          |
| SOUTHLAKES GOLF COURSE  |         | 20202675        | 1903129 | 505590 | OPER SUPPLIES&MAINT-EQUIP  | SMITH GARDEN EQUIPME | 842963      | 255.00          |

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| SOUTHLAKES GOLF COURSE  |         | 20202675        | 1921749 | 506175 | PURCHASES FOR RESALE-PARKS | BOTTLING GROUP LLC   | 29818355         | 1,220.96        |
| <b>Department Total</b> |         | <b>20202675</b> |         |        |                            |                      |                  | <b>1,570.14</b> |
| <b>20404026</b>         |         |                 |         |        |                            |                      |                  |                 |
| COURT CLERK             |         | 20404026        | 1921416 | 505903 | MACH & EQUIP-RENT & LEA    | DOT COM LEASING      | 085632           | 196.58          |
| COURT CLERK             |         | 20404026        | 1921579 | 505903 | MACH & EQUIP-RENT & LEA    | XEROX CORPORATION    | 096775733        | 195.80          |
| COURT CLERK             |         | 20404026        | 1921579 | 505903 | MACH & EQUIP-RENT & LEA    | XEROX CORPORATION    | 096890204        | 869.81          |
| COURT CLERK             |         | 20404026        | 1921580 | 505903 | MACH & EQUIP-RENT & LEA    | XEROX CORPORATION    | 096775732        | 195.80          |
| COURT CLERK             |         | 20404026        | 1921580 | 505903 | MACH & EQUIP-RENT & LEA    | XEROX CORPORATION    | 096868419        | 504.99          |
| COURT CLERK             |         | 20404026        | 1921581 | 505903 | MACH & EQUIP-RENT & LEA    | XEROX CORPORATION    | 096775731        | 195.80          |
| COURT CLERK             |         | 20404026        | 1921581 | 505903 | MACH & EQUIP-RENT & LEA    | XEROX CORPORATION    | 096775730        | 460.53          |
| COURT CLERK             |         | 20404026        | 1921583 | 505903 | MACH & EQUIP-RENT & LEA    | XEROX CORPORATION    | 097076437        | 54.75           |
| COURT CLERK             |         | 20404026        | 1921584 | 505903 | MACH & EQUIP-RENT & LEA    | XEROX CORPORATION    | 097076436        | 54.75           |
| COURT CLERK             |         | 20404026        | 1921585 | 505903 | MACH & EQUIP-RENT & LEA    | XEROX CORPORATION    | 097076433        | 169.31          |
| COURT CLERK             |         | 20404026        | 1921586 | 505903 | MACH & EQUIP-RENT & LEA    | XEROX CORPORATION    | 097076431        | 169.31          |
| COURT CLERK             |         | 20404026        | 1921587 | 505903 | MACH & EQUIP-RENT & LEA    | XEROX CORPORATION    | 097076434        | 171.69          |
| COURT CLERK             |         | 20404026        | 1921588 | 505903 | MACH & EQUIP-RENT & LEA    | XEROX CORPORATION    | 097076432        | 169.31          |
| COURT CLERK             |         | 20404026        | 1921589 | 505903 | MACH & EQUIP-RENT & LEA    | XEROX CORPORATION    | 097076430        | 329.83          |
| COURT CLERK             |         | 20404026        | 1921590 | 505903 | MACH & EQUIP-RENT & LEA    | XEROX CORPORATION    | 097076429        | 220.19          |
| COURT CLERK             |         | 20404026        | 1922138 | 505903 | MACH & EQUIP-RENT & LEA    | COPY WORLD BUSINESS  | INV54388         | 31.40           |
| COURT CLERK             |         | 20404026        | 1922142 | 505903 | MACH & EQUIP-RENT & LEA    | J D YOUNG            | 838806           | 46.95           |
| COURT CLERK             |         | 20404026        | 1922143 | 505903 | MACH & EQUIP-RENT & LEA    | J D YOUNG            | 838807           | 46.95           |
| COURT CLERK             |         | 20404026        | 1922683 | 505739 | OFFICE SUPPLIES            | SOUTHERN RUBBER STAM | 224085           | 64.00           |
| COURT CLERK             |         | 20404026        | 1923306 | 505903 | MACH & EQUIP-RENT & LEA    | TULSA COFFEE SERVICE | 013062           | 22.99           |
| COURT CLERK             |         | 20404026        | 1923308 | 505590 | OPER SUPPLIES&MAINT-EQUIP  | AMERICAN WASTE CONTR | 0005307214       | 519.00          |
| COURT CLERK             |         | 20404026        | 1923309 | 505903 | MACH & EQUIP-RENT & LEA    | TULSA COFFEE SERVICE | 507032           | 91.96           |
| COURT CLERK             |         | 20404026        | 1923311 | 505969 | UTILITY SERVICES           | TULSA COUNTY IT      | 1602912-MAY-2019 | 20.67           |
| COURT CLERK             |         | 20404026        | 1923318 | 505733 | FORMS SERVICES             | LIBERTY PRESS        | 45936            | 1,080.00        |
| COURT CLERK             |         | 20404026        | 1923319 | 505739 | OFFICE SUPPLIES            | TULSA COUNTY         | 314169           | 67.00           |
| COURT CLERK             |         | 20404026        | 1923319 | 505739 | OFFICE SUPPLIES            | TULSA COUNTY         | 314223           | 67.00           |
| COURT CLERK             |         | 20404026        | 1923319 | 505739 | OFFICE SUPPLIES            | TULSA COUNTY         | 314262           | 134.00          |

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| COURT CLERK             |         | 20404026        | 1923319 | 505739 | OFFICE SUPPLIES           | TULSA COUNTY         | 314289              | 193.24           |
| COURT CLERK             |         | 20404026        | 1923319 | 505739 | OFFICE SUPPLIES           | TULSA COUNTY         | 314210              | 303.11           |
| COURT CLERK             |         | 20404026        | 1923319 | 505739 | OFFICE SUPPLIES           | TULSA COUNTY         | 314247              | 370.20           |
| <b>Department Total</b> |         | <b>20404026</b> |         |        |                           |                      |                     | <b>7,016.92</b>  |
| <b>21003050</b>         |         |                 |         |        |                           |                      |                     |                  |
| ASSESSOR VISUAL INSP    |         | 21003050        | 1912401 | 505733 | FORMS SERVICES            | SASHAY CORPORATE SER | 147677              | 11.12            |
| ASSESSOR VISUAL INSP    |         | 21003050        | 1912401 | 505733 | FORMS SERVICES            | SASHAY CORPORATE SER | 147714              | 12.95            |
| ASSESSOR VISUAL INSP    |         | 21003050        | 1912401 | 505733 | FORMS SERVICES            | SASHAY CORPORATE SER | 148284              | 18.40            |
| ASSESSOR VISUAL INSP    |         | 21003050        | 1912401 | 505733 | FORMS SERVICES            | SASHAY CORPORATE SER | 148282              | 107.99           |
| ASSESSOR VISUAL INSP    |         | 21003050        | 1912401 | 505733 | FORMS SERVICES            | SASHAY CORPORATE SER | 148278              | 117.30           |
| ASSESSOR VISUAL INSP    |         | 21003050        | 1912401 | 505733 | FORMS SERVICES            | SASHAY CORPORATE SER | 148285              | 166.82           |
| ASSESSOR VISUAL INSP    |         | 21003050        | 1912401 | 505733 | FORMS SERVICES            | SASHAY CORPORATE SER | 147676              | 270.97           |
| ASSESSOR VISUAL INSP    |         | 21003050        | 1912401 | 505733 | FORMS SERVICES            | SASHAY CORPORATE SER | 147678              | 983.74           |
| ASSESSOR VISUAL INSP    |         | 21003050        | 1912401 | 505733 | FORMS SERVICES            | SASHAY CORPORATE SER | 148279              | 2,594.40         |
| ASSESSOR VISUAL INSP    |         | 21003050        | 1921825 | 505204 | TRAVEL-OUT OF COUNTY      | NEWBERRY, DANIEL     | 060219-060719       | 335.50           |
| ASSESSOR VISUAL INSP    |         | 21003050        | 1921826 | 505204 | TRAVEL-OUT OF COUNTY      | LAAKSO, TAMMY        | 060219-060719       | 335.50           |
| ASSESSOR VISUAL INSP    |         | 21003050        | 1922411 | 505590 | OPER SUPPLIES&MAINT-EQUIP | J D YOUNG            | 843024              | 37.56            |
| ASSESSOR VISUAL INSP    |         | 21003050        | 1923204 | 505819 | MISCELLANEOUS SUPPLIES    | TULSA COFFEE SERVICE | 730192-2019         | 105.16           |
| <b>Department Total</b> |         | <b>21003050</b> |         |        |                           |                      |                     | <b>5,097.41</b>  |
| <b>22504325</b>         |         |                 |         |        |                           |                      |                     |                  |
| ADULT DRUG COURT        |         | 22504325        | 1922136 | 506130 | OPERATIONAL FUNDS         | COMMUNITY SERVICE CO | MAY-2019-DRUG-COURT | 61,207.95        |
| <b>Department Total</b> |         | <b>22504325</b> |         |        |                           |                      |                     | <b>61,207.95</b> |
| <b>22504350</b>         |         |                 |         |        |                           |                      |                     |                  |
| MENTAL HEALTH COURT     |         | 22504350        | 1922137 | 506130 | OPERATIONAL FUNDS         | COMMUNITY SERVICE CO | MAY-2019-MH-COURT   | 35,219.98        |
| <b>Department Total</b> |         | <b>22504350</b> |         |        |                           |                      |                     | <b>35,219.98</b> |

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| <b>23003600</b>            |         |          |         |        |                              |                      |                 |          |
| SHERIFF'S DEPT - CASH FUND | SA13P   | 23003600 | 1906101 | 506162 | IMPOVEMENTS TO BUILDINGS     | BRADLEYS LOCK AND S  | 11955           | 236.00   |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1911150 | 506162 | IMPOVEMENTS TO BUILDINGS     | BRADLEYS LOCK AND S  | 11952           | 240.00   |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1911390 | 506162 | IMPOVEMENTS TO BUILDINGS     | BRADLEYS LOCK AND S  | 11953           | 240.00   |
| SHERIFF'S DEPT - CASH FUND | SA13P   | 23003600 | 1918012 | 505909 | RENTALS & LEASES             | AYS LLC              | 177752          | 120.00   |
| SHERIFF'S DEPT - CASH FUND | SA13P   | 23003600 | 1918022 | 505969 | UTILITY SERVICES             | AMERICAN WASTE CONTR | 0005303237      | 86.72    |
| SHERIFF'S DEPT - CASH FUND | SA13P   | 23003600 | 1918195 | 505969 | UTILITY SERVICES             | PUBLIC SERVICE COMPA | 953-524-160-1-0 | 144.64   |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1918565 | 505855 | EQUIP SERVICE AGREEMENTS     | ADVANCE ALARMS INC   | 1736878         | 25.00    |
| SHERIFF'S DEPT - CASH FUND | SA13P   | 23003600 | 1918565 | 505855 | EQUIP SERVICE AGREEMENTS     | ADVANCE ALARMS INC   | 1735610         | 70.00    |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1918565 | 505855 | EQUIP SERVICE AGREEMENTS     | ADVANCE ALARMS INC   | 1735610         | 430.00   |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1918603 | 505849 | OPERATING SUPPLIES           | METRO MONITOR INC    | 160236          | 125.00   |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1918607 | 505889 | PROFESSIONAL & TECH SERVICES | INDIAN NATIONS COUNC | 222848          | 3,014.77 |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1918620 | 505890 | PUBLICATION & ADVERTISING    | WEST PUBLISHING CORP | 840393868       | 1,099.20 |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1918939 | 505559 | COMMUNICATION SRVS           | STATE OF OKLAHOMA    | 31-1900882      | 810.00   |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1919569 | 505760 | JANITORIAL SUPPLIES          | ADVANCED INDUSTRIAL  | 241144BO        | 2.10     |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1919569 | 505760 | JANITORIAL SUPPLIES          | ADVANCED INDUSTRIAL  | 241144          | 23.10    |
| SHERIFF'S DEPT - CASH FUND | SA13P   | 23003600 | 1919569 | 505849 | OPERATING SUPPLIES           | ADVANCED INDUSTRIAL  | 241144BO        | 25.20    |
| SHERIFF'S DEPT - CASH FUND | SA13P   | 23003600 | 1920023 | 505740 | BUILDING MAINTENANCE EXPENSE | DAVCO MECHANICAL     | 44836           | 8,280.00 |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1922524 | 505566 | NON-CAPITAL HARDWARE         | CDW LLC              | SLP7016         | 923.06   |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1922557 | 505849 | OPERATING SUPPLIES           | C & C TILE & CARPET  | CG904820        | 2,396.68 |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1922618 | 505849 | OPERATING SUPPLIES           | COCA-COLA SOUTH      | 14208203968     | 1,397.52 |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1922640 | 505849 | OPERATING SUPPLIES           | MULTI SERVICE CORP   | 3863181         | 244.68   |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1922641 | 505849 | OPERATING SUPPLIES           | GT DISTRIBUTORS INC  | INV0712474      | 1,913.70 |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1922669 | 505590 | OPER SUPPLIES&MAINT-EQUIP    | C & C TILE & CARPET  | CG904821        | 2,372.45 |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1922912 | 505849 | OPERATING SUPPLIES           | ECONOMY LUMBER CO IN | 27912           | 1,151.88 |
| SHERIFF'S DEPT - CASH FUND |         | 23003600 | 1922913 | 505849 | OPERATING SUPPLIES           | ECONOMY LUMBER CO IN | 27912-A         | 1,151.88 |

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| SHERIFF'S DEPT - CASH FUND |         | 23003600        | 1923027 | 506185 | OTHER REFUNDS                  | RUIZ, IVONNE MONTALV | RUIZ-I            | 50.00            |
| SHERIFF'S DEPT - CASH FUND | SA13P   | 23003600        | 1923324 | 505909 | RENTALS & LEASES               | AQUARIUS ENTERPRISES | 280675            | 54.95            |
| <b>Department Total</b>    |         | <b>23003600</b> |         |        |                                |                      |                   | <b>26,628.53</b> |
| <b>23003606</b>            |         |                 |         |        |                                |                      |                   |                  |
| DOJ FORFEITURES            |         | 23003606        | 1920388 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | YAFFE IRON & METAL C | CM-003973         | -216.80          |
| DOJ FORFEITURES            |         | 23003606        | 1920388 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | YAFFE IRON & METAL C | 225403            | 19.80            |
| DOJ FORFEITURES            |         | 23003606        | 1920388 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | YAFFE IRON & METAL C | 225617            | 207.00           |
| DOJ FORFEITURES            |         | 23003606        | 1920388 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | YAFFE IRON & METAL C | 225784            | 208.00           |
| DOJ FORFEITURES            |         | 23003606        | 1920388 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | YAFFE IRON & METAL C | 225402            | 303.18           |
| DOJ FORFEITURES            |         | 23003606        | 1920388 | 505719 | MOTOR VEHICLES-<br>MAINTENANCE | YAFFE IRON & METAL C | 225133            | 1,376.65         |
| <b>Department Total</b>    |         | <b>23003606</b> |         |        |                                |                      |                   | <b>1,897.83</b>  |
| <b>23203644</b>            |         |                 |         |        |                                |                      |                   |                  |
| USER REVENUES - JAIL       |         | 23203644        | 1916697 | 506082 | CONTRACTED SERVICES            | ELIOR INC            | INV20000487<br>00 | 33,461.77        |
| <b>Department Total</b>    |         | <b>23203644</b> |         |        |                                |                      |                   | <b>33,461.77</b> |
| <b>23953595</b>            |         |                 |         |        |                                |                      |                   |                  |
| TULSA CO JAIL COMMISSARY   |         | 23953595        | 1918420 | 505849 | OPERATING SUPPLIES             | KEEFE GROUP LLC      | 1152724           | 249.60           |
| TULSA CO JAIL COMMISSARY   |         | 23953595        | 1918420 | 505849 | OPERATING SUPPLIES             | KEEFE GROUP LLC      | 1155479           | 4,824.00         |
| TULSA CO JAIL COMMISSARY   |         | 23953595        | 1918420 | 505849 | OPERATING SUPPLIES             | KEEFE GROUP LLC      | 1152641           | 4,922.62         |
| TULSA CO JAIL COMMISSARY   |         | 23953595        | 1918421 | 505849 | OPERATING SUPPLIES             | KEEFE GROUP LLC      | 1155484           | 10,000.80        |
| TULSA CO JAIL COMMISSARY   |         | 23953595        | 1918422 | 505849 | OPERATING SUPPLIES             | KEEFE GROUP LLC      | 1155477           | 9,933.70         |
| TULSA CO JAIL COMMISSARY   |         | 23953595        | 1918423 | 505849 | OPERATING SUPPLIES             | KEEFE GROUP LLC      | 1155481           | 9,717.45         |
| TULSA CO JAIL COMMISSARY   |         | 23953595        | 1918424 | 505849 | OPERATING SUPPLIES             | KEEFE GROUP LLC      | 1155547           | 339.60           |
| TULSA CO JAIL COMMISSARY   |         | 23953595        | 1918424 | 505849 | OPERATING SUPPLIES             | KEEFE GROUP LLC      | 1156115           | 9,622.20         |
| TULSA CO JAIL COMMISSARY   |         | 23953595        | 1918427 | 505849 | OPERATING SUPPLIES             | KEEFE GROUP LLC      | 1156113           | 9,166.64         |
| <b>Department Total</b>    |         | <b>23953595</b> |         |        |                                |                      |                   | <b>58,776.61</b> |

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| <b>24003325</b>           |         |                 |         |        |                             |                      |              |                 |
| COUNTY CLERK RECORDS MGMT |         | 24003325        | 1921449 | 505905 | OTHER RENTALS & LEASES      | XEROX CORPORATION    | 097076438    | 671.35          |
| COUNTY CLERK RECORDS MGMT |         | 24003325        | 1921451 | 505905 | OTHER RENTALS & LEASES      | XEROX CORPORATION    | 097076441    | 124.28          |
| COUNTY CLERK RECORDS MGMT |         | 24003325        | 1921453 | 505905 | OTHER RENTALS & LEASES      | XEROX CORPORATION    | 097076442    | 153.56          |
| COUNTY CLERK RECORDS MGMT |         | 24003325        | 1923088 | 505886 | OTHER PROFESSIONAL SERVICES | J D YOUNG            | 843470       | 149.00          |
| <b>Department Total</b>   |         | <b>24003325</b> |         |        |                             |                      |              | <b>1,098.19</b> |
| <b>24103350</b>           |         |                 |         |        |                             |                      |              |                 |
| COUNTY CLERK LIEN FEES    |         | 24103350        | 1923078 | 505849 | OPERATING SUPPLIES          | TULSA COFFEE SERVICE | 730199-2019  | 132.94          |
| <b>Department Total</b>   |         | <b>24103350</b> |         |        |                             |                      |              | <b>132.94</b>   |
| <b>26003900</b>           |         |                 |         |        |                             |                      |              |                 |
| JUVENILE DETENTION        |         | 26003900        | 1919762 | 505762 | FOOD                        | FLOWERS BAKING       | 3045968602   | 73.83           |
| JUVENILE DETENTION        |         | 26003900        | 1919762 | 505762 | FOOD                        | FLOWERS BAKING       | 3045968734   | 73.83           |
| JUVENILE DETENTION        |         | 26003900        | 1919762 | 505762 | FOOD                        | FLOWERS BAKING       | 3045968485   | 93.63           |
| JUVENILE DETENTION        |         | 26003900        | 1919763 | 505762 | FOOD                        | HILAND DAIRY FOODS   | 9083290      | 85.50           |
| JUVENILE DETENTION        |         | 26003900        | 1919763 | 505762 | FOOD                        | HILAND DAIRY FOODS   | 9083375      | 85.50           |
| JUVENILE DETENTION        |         | 26003900        | 1919763 | 505762 | FOOD                        | HILAND DAIRY FOODS   | 9083446      | 99.75           |
| JUVENILE DETENTION        |         | 26003900        | 1919763 | 505762 | FOOD                        | HILAND DAIRY FOODS   | 9083254      | 121.76          |
| JUVENILE DETENTION        |         | 26003900        | 1919763 | 505762 | FOOD                        | HILAND DAIRY FOODS   | 9083339      | 121.76          |
| JUVENILE DETENTION        |         | 26003900        | 1919763 | 505762 | FOOD                        | HILAND DAIRY FOODS   | 9083419      | 122.22          |
| JUVENILE DETENTION        |         | 26003900        | 1919820 | 505849 | OPERATING SUPPLIES          | CINTAS CORPORATION   | 063266419    | 20.97           |
| JUVENILE DETENTION        |         | 26003900        | 1919820 | 505849 | OPERATING SUPPLIES          | CINTAS CORPORATION   | 063257062    | 41.94           |
| JUVENILE DETENTION        |         | 26003900        | 1919820 | 505849 | OPERATING SUPPLIES          | CINTAS CORPORATION   | 063260151    | 41.94           |
| JUVENILE DETENTION        |         | 26003900        | 1919820 | 505849 | OPERATING SUPPLIES          | CINTAS CORPORATION   | 063263308    | 41.94           |
| JUVENILE DETENTION        |         | 26003900        | 1919821 | 505762 | FOOD                        | SYSCO OKLAHOMA LLC   | CM-126644341 | -8.65           |
| JUVENILE DETENTION        |         | 26003900        | 1919821 | 505762 | FOOD                        | SYSCO OKLAHOMA LLC   | CM-126710750 | -5.08           |
| JUVENILE DETENTION        |         | 26003900        | 1919821 | 505762 | FOOD                        | SYSCO OKLAHOMA LLC   | CM-126678331 | -3.37           |

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| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | CM-126775530      | -3.28    |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | CM-126649012      | -3.16    |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | CM-126531405      | -2.81    |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | CM-126807624      | -2.51    |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | CM-126656417      | -2.14    |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | CM-126784719      | -2.10    |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | CM-126716595      | -2.05    |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | CM-126540500      | -1.99    |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | CM-126617898      | -1.93    |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | CM-126582924      | -1.87    |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | CM-126685692      | -1.79    |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | CM-126816921      | -1.77    |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | CM-126847824      | -1.73    |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | CM-126746954      | -1.71    |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | 126835839         | 1,202.85 |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | 126820858         | 1,274.58 |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | 126828279         | 1,921.76 |
| JUVENILE DETENTION |         | 26003900 | 1919821 | 505762 | FOOD                         | SYSCO OKLAHOMA LLC   | 126813264         | 1,943.52 |
| JUVENILE DETENTION |         | 26003900 | 1921914 | 505889 | PROFESSIONAL & TECH SERVICES | BROKEN ARROW FAMILY  | 052819-053019-JUV | 450.00   |
| JUVENILE DETENTION |         | 26003900 | 1921914 | 505889 | PROFESSIONAL & TECH SERVICES | BROKEN ARROW FAMILY  | 060419-060619-JUV | 855.00   |
| JUVENILE DETENTION |         | 26003900 | 1921959 | 505849 | OPERATING SUPPLIES           | PLATINUM VENTURES    | 0750351-IN        | 173.68   |
| JUVENILE DETENTION |         | 26003900 | 1922068 | 505849 | OPERATING SUPPLIES           | ECOLAB EQUIPMENT     | 3597838           | 1,257.90 |
| JUVENILE DETENTION |         | 26003900 | 1923249 | 505859 | OTHER SERVICES               | OKLAHOMA JUVENILE DE | 0519TULSA         | 300.00   |

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| <b>Department Total</b>     |         | <b>26003900</b> |         |        |                                |                      |               | <b>10,355.92</b> |
| <b>26003985</b>             |         |                 |         |        |                                |                      |               |                  |
| SAFE BABIES COMMUNITY COURT | JPBSB   | 26003985        | 1920330 | 505889 | PROFESSIONAL & TECH SERVICES   | CLEGG, GWENDOLYN     | 1600          | 3,000.00         |
| SAFE BABIES COMMUNITY COURT | JPBSB   | 26003985        | 1920331 | 505889 | PROFESSIONAL & TECH SERVICES   | STUCKY, DIANA LEA    | 800           | 1,250.00         |
| <b>Department Total</b>     |         | <b>26003985</b> |         |        |                                |                      |               | <b>4,250.00</b>  |
| <b>27004750</b>             |         |                 |         |        |                                |                      |               |                  |
| EMERGENCY 911               |         | 27004750        | 1907180 | 505865 | EMPLOYMENT TESTING & SCREENING | ONE SOURCE OCCUPATIO | 185869        | 190.00           |
| EMERGENCY 911               |         | 27004750        | 1917990 | 607071 | DATA PROCESSING EQUIPMENT      | INTERWORKS INC       | 205897        | 25,638.10        |
| EMERGENCY 911               |         | 27004750        | 1917990 | 505566 | NON-CAPITAL HARDWARE           | INTERWORKS INC       | 205897        | 0.00             |
| EMERGENCY 911               |         | 27004750        | 1917990 | 505566 | NON-CAPITAL HARDWARE           | INTERWORKS INC       | 206527        | 185.94           |
| <b>Department Total</b>     |         | <b>27004750</b> |         |        |                                |                      |               | <b>26,014.04</b> |
| <b>29002975</b>             |         |                 |         |        |                                |                      |               |                  |
| TREAS-MORTGAGE CERT FEE     |         | 29002975        | 1922076 | 505859 | OTHER SERVICES                 | MAILRUN COURIER      | 37086         | 90.00            |
| <b>Department Total</b>     |         | <b>29002975</b> |         |        |                                |                      |               | <b>90.00</b>     |
| <b>29103000</b>             |         |                 |         |        |                                |                      |               |                  |
| TREAS-RESALE PROPERTY       |         | 29103000        | 1903204 | 505849 | OPERATING SUPPLIES             | XEROX CORPORATION    | 097076435     | 0.00             |
| TREAS-RESALE PROPERTY       |         | 29103000        | 1903204 | 505909 | RENTALS & LEASES               | XEROX CORPORATION    | 097076435     | 164.34           |
| TREAS-RESALE PROPERTY       |         | 29103000        | 1919594 | 505859 | OTHER SERVICES                 | GIFFORD AUCTION      | 061019-061319 | 3,900.00         |
| TREAS-RESALE PROPERTY       |         | 29103000        | 1921479 | 505849 | OPERATING SUPPLIES             | XEROX CORPORATION    | 097172161     | 11.34            |
| TREAS-RESALE PROPERTY       |         | 29103000        | 1921479 | 505909 | RENTALS & LEASES               | XEROX CORPORATION    | 097172161     | 185.17           |
| TREAS-RESALE PROPERTY       |         | 29103000        | 1921484 | 505551 | POSTAGE                        | SASHAY CORPORATE SER | 148825        | 667.20           |
| TREAS-RESALE PROPERTY       |         | 29103000        | 1921484 | 505854 | SPECIAL SERVICES               | SASHAY CORPORATE SER | 148825        | 65.92            |
| TREAS-RESALE PROPERTY       |         | 29103000        | 1921572 | 505849 | OPERATING SUPPLIES             | XEROX CORPORATION    | 097172162     | 0.00             |
| TREAS-RESALE PROPERTY       |         | 29103000        | 1921572 | 505909 | RENTALS & LEASES               | XEROX CORPORATION    | 097172162     | 104.35           |
| TREAS-RESALE PROPERTY       |         | 29103000        | 1921833 | 505551 | POSTAGE                        | SASHAY CORPORATE SER | 148933        | 180.70           |
| TREAS-RESALE PROPERTY       |         | 29103000        | 1921833 | 505854 | SPECIAL SERVICES               | SASHAY CORPORATE SER | 148933        | 18.16            |
| TREAS-RESALE PROPERTY       |         | 29103000        | 1922181 | 505551 | POSTAGE                        | SASHAY CORPORATE SER | 149205        | 83.40            |



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| TREAS-RESALE PROPERTY    |         | 29103000        | 1922181 | 505854 | SPECIAL SERVICES          | SASHAY CORPORATE SER | 149205           | 8.18            |
| TREAS-RESALE PROPERTY    |         | 29103000        | 1922681 | 505551 | POSTAGE                   | SASHAY CORPORATE SER | 149259           | 27.80           |
| TREAS-RESALE PROPERTY    |         | 29103000        | 1922681 | 505854 | SPECIAL SERVICES          | SASHAY CORPORATE SER | 149259           | 2.94            |
| <b>Department Total</b>  |         | <b>29103000</b> |         |        |                           |                      |                  | <b>5,419.50</b> |
| <b>30002325</b>          |         |                 |         |        |                           |                      |                  |                 |
| HIGHWAY CONSTRUCTION DIV |         | 30002325        | 1921248 | 505590 | OPER SUPPLIES&MAINT-EQUIP | TULSA COFFEE SERVICE | 014590-2019      | 132.94          |
| HIGHWAY CONSTRUCTION DIV |         | 30002325        | 1922776 | 505590 | OPER SUPPLIES&MAINT-EQUIP | AMERICAN WASTE CONTR | 0005304176       | 30.00           |
| HIGHWAY CONSTRUCTION DIV |         | 30002325        | 1922954 | 505590 | OPER SUPPLIES&MAINT-EQUIP | WARREN POWER & MACHI | PS10072205<br>3  | 388.50          |
| HIGHWAY CONSTRUCTION DIV |         | 30002325        | 1923052 | 505590 | OPER SUPPLIES&MAINT-EQUIP | OREILLY AUTOMOTIVE   | 0830-402278      | 513.20          |
| HIGHWAY CONSTRUCTION DIV |         | 30002325        | 1923061 | 505849 | OPERATING SUPPLIES        | XEROX CORPORATION    | 097076332        | 58.02           |
| HIGHWAY CONSTRUCTION DIV |         | 30002325        | 1923062 | 505849 | OPERATING SUPPLIES        | XEROX CORPORATION    | 097076331        | 58.02           |
| <b>Department Total</b>  |         | <b>30002325</b> |         |        |                           |                      |                  | <b>1,180.68</b> |
| <b>30002330</b>          |         |                 |         |        |                           |                      |                  |                 |
| HIGHWAY DISTRICT 1       |         | 30002330        | 1914270 | 505849 | OPERATING SUPPLIES        | AQUARIUS ENTERPRISES | 280514           | 5.00            |
| HIGHWAY DISTRICT 1       |         | 30002330        | 1916951 | 607080 | AUTOS & TRUCKS            | JOHN VANCE MOTORS IN | 98746            | 44,397.00       |
| HIGHWAY DISTRICT 1       |         | 30002330        | 1917608 | 505590 | OPER SUPPLIES&MAINT-EQUIP | BOXCER CONSTRUCTION  | 5563             | 1,380.00        |
| HIGHWAY DISTRICT 1       |         | 30002330        | 1921350 | 505849 | OPERATING SUPPLIES        | CINTAS CORPORATION   | 063256944        | 218.21          |
| HIGHWAY DISTRICT 1       |         | 30002330        | 1921350 | 505849 | OPERATING SUPPLIES        | CINTAS CORPORATION   | 063260039        | 223.16          |
| HIGHWAY DISTRICT 1       |         | 30002330        | 1921350 | 505849 | OPERATING SUPPLIES        | CINTAS CORPORATION   | 063266307        | 223.16          |
| HIGHWAY DISTRICT 1       |         | 30002330        | 1921350 | 505849 | OPERATING SUPPLIES        | CINTAS CORPORATION   | 063269430        | 339.16          |
| HIGHWAY DISTRICT 1       |         | 30002330        | 1921350 | 505849 | OPERATING SUPPLIES        | CINTAS CORPORATION   | 063263189        | 422.26          |
| HIGHWAY DISTRICT 1       |         | 30002330        | 1921651 | 505590 | OPER SUPPLIES&MAINT-EQUIP | AMAZON.COM LLC       | 57969696785<br>6 | 13.98           |
| HIGHWAY DISTRICT 1       |         | 30002330        | 1921651 | 505590 | OPER SUPPLIES&MAINT-EQUIP | AMAZON.COM LLC       | 79595389558<br>3 | 26.69           |
| HIGHWAY DISTRICT 1       |         | 30002330        | 1921651 | 505590 | OPER SUPPLIES&MAINT-EQUIP | AMAZON.COM LLC       | 89639764868<br>9 | 69.12           |
| HIGHWAY DISTRICT 1       |         | 30002330        | 1921651 | 505590 | OPER SUPPLIES&MAINT-EQUIP | AMAZON.COM LLC       | 88969733547<br>8 | 118.18          |

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|-------------------------|---------|-----------------|---------|--------|---------------------------|----------------------|--------------------|------------------|
| HIGHWAY DISTRICT 1      |         | 30002330        | 1922168 | 505590 | OPER SUPPLIES&MAINT-EQUIP | AMAZON.COM LLC       | 84899486348<br>6   | 399.00           |
| HIGHWAY DISTRICT 1      |         | 30002330        | 1922432 | 505590 | OPER SUPPLIES&MAINT-EQUIP | OFFICE DEPOT INC     | 31975868001        | 96.87            |
| HIGHWAY DISTRICT 1      |         | 30002330        | 1922501 | 505849 | OPERATING SUPPLIES        | MAXWELL SUPPLY OF TU | 490336             | 177.71           |
| HIGHWAY DISTRICT 1      |         | 30002330        | 1922501 | 607079 | OTHER M&E AND MATERIALS   | MAXWELL SUPPLY OF TU | 490336             | 1,783.77         |
| HIGHWAY DISTRICT 1      |         | 30002330        | 1922772 | 505849 | OPERATING SUPPLIES        | AMAZON.COM LLC       | 88994939379<br>5   | 107.48           |
| HIGHWAY DISTRICT 1      |         | 30002330        | 1922788 | 505849 | OPERATING SUPPLIES        | MARUBENI AMERICA     | 63309443           | 2,380.50         |
| HIGHWAY DISTRICT 1      |         | 30002330        | 1922924 | 505849 | OPERATING SUPPLIES        | ADVANCED WORKZONE    | 16895              | 797.70           |
| HIGHWAY DISTRICT 1      |         | 30002330        | 1923025 | 505849 | OPERATING SUPPLIES        | OKLAHOMA TAX COMMISS | L0341805264        | 66.00            |
| <b>Department Total</b> |         | <b>30002330</b> |         |        |                           |                      |                    | <b>53,244.95</b> |
| <b>30002340</b>         |         |                 |         |        |                           |                      |                    |                  |
| HIGHWAY DISTRICT 3      |         | 30002340        | 1919480 | 505590 | OPER SUPPLIES&MAINT-EQUIP | AMERICAN WASTE CONTR | 0005306550         | 62.00            |
| HIGHWAY DISTRICT 3      |         | 30002340        | 1920434 | 505590 | OPER SUPPLIES&MAINT-EQUIP | ADVANCED WORKZONE    | 16901              | 28.00            |
| HIGHWAY DISTRICT 3      |         | 30002340        | 1920434 | 505590 | OPER SUPPLIES&MAINT-EQUIP | ADVANCED WORKZONE    | 16900              | 291.30           |
| HIGHWAY DISTRICT 3      |         | 30002340        | 1921691 | 505590 | OPER SUPPLIES&MAINT-EQUIP | PETROLEUM MARKETERS  | 0121770            | 440.00           |
| HIGHWAY DISTRICT 3      |         | 30002340        | 1922000 | 505590 | OPER SUPPLIES&MAINT-EQUIP | ADVANCED WORKZONE    | 16902              | 880.00           |
| HIGHWAY DISTRICT 3      |         | 30002340        | 1922016 | 505590 | OPER SUPPLIES&MAINT-EQUIP | TULSA GAS & GEAR LLC | 00558-<br>50122622 | 38.61            |
| HIGHWAY DISTRICT 3      |         | 30002340        | 1922016 | 505590 | OPER SUPPLIES&MAINT-EQUIP | TULSA GAS & GEAR LLC | 00558-<br>50122623 | 64.14            |
| HIGHWAY DISTRICT 3      |         | 30002340        | 1922036 | 505590 | OPER SUPPLIES&MAINT-EQUIP | MIDWEST MOTOR S      | 7150127            | 189.00           |
| HIGHWAY DISTRICT 3      |         | 30002340        | 1922488 | 505590 | OPER SUPPLIES&MAINT-EQUIP | W W GRAINGER INC     | 9189370399         | 107.40           |
| HIGHWAY DISTRICT 3      |         | 30002340        | 1922801 | 505590 | OPER SUPPLIES&MAINT-EQUIP | MAXWELL SUPPLY OF TU | 490456             | 465.99           |
| HIGHWAY DISTRICT 3      |         | 30002340        | 1922820 | 505590 | OPER SUPPLIES&MAINT-EQUIP | BEN E KEITH FOODS    | 64368344           | 92.79            |
| HIGHWAY DISTRICT 3      |         | 30002340        | 1923020 | 505590 | OPER SUPPLIES&MAINT-EQUIP | WELDON PARTS INC     | 2296393-00         | 521.44           |

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| HIGHWAY DISTRICT 3      |         | 30002340        | 1923046 | 707510 | LOAN INTEREST PAYMENT        | WELCH STATE BANK     | 21              | 252.73          |
| HIGHWAY DISTRICT 3      |         | 30002340        | 1923046 | 707500 | LOAN PRINCIPAL PAYMENT       | WELCH STATE BANK     | 21              | 3,600.79        |
| <b>Department Total</b> |         | <b>30002340</b> |         |        |                              |                      |                 | <b>7,034.19</b> |
| <b>30002350</b>         |         |                 |         |        |                              |                      |                 |                 |
| COUNTY ROAD IMPROVEMENT |         | 30002350        | 1922764 | 505969 | UTILITY SERVICES             | PUBLIC SERVICE COMPA | 958-002-502-0-1 | 10.95           |
| <b>Department Total</b> |         | <b>30002350</b> |         |        |                              |                      |                 | <b>10.95</b>    |
| <b>41506650</b>         |         |                 |         |        |                              |                      |                 |                 |
| OFFICE OF DIRECTOR      |         | 41506650        | 1909414 | 505889 | PROFESSIONAL & TECH SERVICES | MED-LABS LLC         | 7805            | 120.00          |
| OFFICE OF DIRECTOR      |         | 41506650        | 1912420 | 505859 | OTHER SERVICES               | AMERICAN DOCUMENT    | 89297           | 20.00           |
| OFFICE OF DIRECTOR      |         | 41506650        | 1912420 | 505859 | OTHER SERVICES               | AMERICAN DOCUMENT    | 89545           | 20.00           |
| OFFICE OF DIRECTOR      |         | 41506650        | 1912420 | 505859 | OTHER SERVICES               | AMERICAN DOCUMENT    | 89561           | 20.00           |
| OFFICE OF DIRECTOR      |         | 41506650        | 1912420 | 505859 | OTHER SERVICES               | AMERICAN DOCUMENT    | 89586           | 20.00           |
| OFFICE OF DIRECTOR      |         | 41506650        | 1912420 | 505859 | OTHER SERVICES               | AMERICAN DOCUMENT    | 89578           | 30.00           |
| OFFICE OF DIRECTOR      |         | 41506650        | 1912420 | 505859 | OTHER SERVICES               | AMERICAN DOCUMENT    | 89583           | 30.00           |
| OFFICE OF DIRECTOR      |         | 41506650        | 1912420 | 505859 | OTHER SERVICES               | AMERICAN DOCUMENT    | 89601           | 30.00           |
| OFFICE OF DIRECTOR      |         | 41506650        | 1912420 | 505859 | OTHER SERVICES               | AMERICAN DOCUMENT    | 89642           | 40.00           |
| OFFICE OF DIRECTOR      |         | 41506650        | 1912420 | 505859 | OTHER SERVICES               | AMERICAN DOCUMENT    | 89222           | 60.00           |
| OFFICE OF DIRECTOR      |         | 41506650        | 1912420 | 505859 | OTHER SERVICES               | AMERICAN DOCUMENT    | 89753           | 60.00           |
| OFFICE OF DIRECTOR      |         | 41506650        | 1912420 | 505859 | OTHER SERVICES               | AMERICAN DOCUMENT    | 89225           | 140.00          |
| OFFICE OF DIRECTOR      |         | 41506650        | 1912420 | 505859 | OTHER SERVICES               | AMERICAN DOCUMENT    | 89486           | 140.00          |
| OFFICE OF DIRECTOR      |         | 41506650        | 1912420 | 505859 | OTHER SERVICES               | AMERICAN DOCUMENT    | 89741           | 160.00          |
| OFFICE OF DIRECTOR      |         | 41506650        | 1921358 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2033956-0       | 40.32           |
| OFFICE OF DIRECTOR      |         | 41506650        | 1921358 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2033955-0       | 51.11           |
| OFFICE OF DIRECTOR      |         | 41506650        | 1921362 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263735          | 60.70           |
| OFFICE OF DIRECTOR      |         | 41506650        | 1923194 | 505920 | SUBSCRIPTIONS & MEMBERSHIPS  | WEST PUBLISHING CORP | 839704351       | 240.96          |
| OFFICE OF DIRECTOR      |         | 41506650        | 1923195 | 505920 | SUBSCRIPTIONS & MEMBERSHIPS  | WEST PUBLISHING CORP | 839874419       | 240.96          |
| OFFICE OF DIRECTOR      |         | 41506650        | 1923196 | 505920 | SUBSCRIPTIONS & MEMBERSHIPS  | WEST PUBLISHING CORP | 840034705       | 240.96          |
| OFFICE OF DIRECTOR      |         | 41506650        | 1923197 | 505920 | SUBSCRIPTIONS & MEMBERSHIPS  | WEST PUBLISHING CORP | 840200811       | 240.96          |

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| OFFICE OF DIRECTOR             |         | 41506650        | 1923198 | 505920 | SUBSCRIPTIONS & MEMBERSHIPS   | WEST PUBLISHING CORP | 840363393      | 240.96            |
| <b>Department Total</b>        |         | <b>41506650</b> |         |        |                               |                      |                | <b>2,246.93</b>   |
| <b>41506700</b>                |         |                 |         |        |                               |                      |                |                   |
| FINANCE DEPARTMENT             |         | 41506700        | 1916691 | 474175 | TRANSFER TO CC HEALTH TRUSTEE | BANK OF OKLAHOMA NA  | BOND-JULY-2019 | 170,245.60        |
| FINANCE DEPARTMENT             |         | 41506700        | 1921358 | 505739 | OFFICE SUPPLIES               | ADMIRAL EXPRESS      | 2033958-0      | 0.00              |
| FINANCE DEPARTMENT             |         | 41506700        | 1921362 | 505739 | OFFICE SUPPLIES               | W M CORPORATION      | 263735         | 0.00              |
| <b>Department Total</b>        |         | <b>41506700</b> |         |        |                               |                      |                | <b>170,245.60</b> |
| <b>41506725</b>                |         |                 |         |        |                               |                      |                |                   |
| CREATIVE SERVICES & MARKETING  |         | 41506725        | 1921358 | 505739 | OFFICE SUPPLIES               | ADMIRAL EXPRESS      | 2033958-0      | 1.36              |
| CREATIVE SERVICES & MARKETING  |         | 41506725        | 1921362 | 505739 | OFFICE SUPPLIES               | W M CORPORATION      | 263735         | 0.00              |
| CREATIVE SERVICES & MARKETING  |         | 41506725        | 1922513 | 607079 | OTHER M&E AND MATERIALS       | METROLINE INC        | 906875         | 549.99            |
| CREATIVE SERVICES & MARKETING  |         | 41506725        | 1923205 | 505203 | MILEAGE REIMB-IN COUNTY       | STEPHENS, LEANNE     | 050119-053119  | 110.20            |
| CREATIVE SERVICES & MARKETING  |         | 41506725        | 1923205 | 505889 | PROFESSIONAL & TECH SERVICES  | STEPHENS, LEANNE     | 050119-053119  | 295.80            |
| CREATIVE SERVICES & MARKETING  |         | 41506725        | 1923205 | 505940 | TRAINING                      | STEPHENS, LEANNE     | 050119-053119  | 30.00             |
| <b>Department Total</b>        |         | <b>41506725</b> |         |        |                               |                      |                | <b>987.35</b>     |
| <b>41506740</b>                |         |                 |         |        |                               |                      |                |                   |
| HEALTH DATA & EVALUATION       |         | 41506740        | 1921197 | 505203 | MILEAGE REIMB-IN COUNTY       | BRAUN, SANDRA        | 050119-052919  | 51.04             |
| HEALTH DATA & EVALUATION       |         | 41506740        | 1921358 | 505739 | OFFICE SUPPLIES               | ADMIRAL EXPRESS      | 2033960-0      | 0.00              |
| HEALTH DATA & EVALUATION       |         | 41506740        | 1923187 | 505203 | MILEAGE REIMB-IN COUNTY       | THOMAS, MADISON      | 050119-052819  | 65.54             |
| <b>Department Total</b>        |         | <b>41506740</b> |         |        |                               |                      |                | <b>116.58</b>     |
| <b>41506775</b>                |         |                 |         |        |                               |                      |                |                   |
| EMERGENCY PREPAREDNESS & RESPO |         | 41506775        | 1920175 | 505855 | EQUIP SERVICE AGREEMENTS      | TRIAD SERVICE COMPAN | 40211          | 1,750.00          |

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| EMERGENCY PREPAREDNESS & RESPO |         | 41506775        | 1920562 | 505855 | EQUIP SERVICE AGREEMENTS  | TRIAD SERVICE COMPAN | 40210              | 2,175.00         |
| EMERGENCY PREPAREDNESS & RESPO |         | 41506775        | 1921358 | 505739 | OFFICE SUPPLIES           | ADMIRAL EXPRESS      | 2033960-0          | 65.62            |
| EMERGENCY PREPAREDNESS & RESPO |         | 41506775        | 1921358 | 505739 | OFFICE SUPPLIES           | ADMIRAL EXPRESS      | 2033960-1          | 67.98            |
| EMERGENCY PREPAREDNESS & RESPO |         | 41506775        | 1921362 | 505739 | OFFICE SUPPLIES           | W M CORPORATION      | 263735             | 0.00             |
| EMERGENCY PREPAREDNESS & RESPO |         | 41506775        | 1923186 | 505203 | MILEAGE REIMB-IN COUNTY   | TAVIZON, ROSA        | 050319-052919      | 48.14            |
| EMERGENCY PREPAREDNESS & RESPO |         | 41506775        | 1923187 | 505203 | MILEAGE REIMB-IN COUNTY   | THOMAS, MADISON      | 050119-052819      | 11.02            |
| EMERGENCY PREPAREDNESS & RESPO |         | 41506775        | 1923187 | 505204 | TRAVEL-OUT OF COUNTY      | THOMAS, MADISON      | 050119-052819      | 66.00            |
| <b>Department Total</b>        |         | <b>41506775</b> |         |        |                           |                      |                    | <b>4,183.76</b>  |
| <b>41506850</b>                |         |                 |         |        |                           |                      |                    |                  |
| INFORMATION & TECHNOLOGY SERVI |         | 41506850        | 1901077 | 505559 | COMMUNICATION SRVS        | TEL-STAR COMMUNICATI | 37218              | 950.18           |
| INFORMATION & TECHNOLOGY SERVI |         | 41506850        | 1921284 | 505559 | COMMUNICATION SRVS        | COXCOM INC           | 001-6311-064883502 | 2,691.30         |
| INFORMATION & TECHNOLOGY SERVI |         | 41506850        | 1921285 | 505559 | COMMUNICATION SRVS        | COXCOM INC           | 001-6311-067678801 | 1,600.27         |
| INFORMATION & TECHNOLOGY SERVI |         | 41506850        | 1921286 | 505559 | COMMUNICATION SRVS        | COXCOM INC           | 001-6311-067422101 | 861.30           |
| INFORMATION & TECHNOLOGY SERVI |         | 41506850        | 1921358 | 505739 | OFFICE SUPPLIES           | ADMIRAL EXPRESS      | 2033961-0          | 57.20            |
| INFORMATION & TECHNOLOGY SERVI |         | 41506850        | 1921362 | 505739 | OFFICE SUPPLIES           | W M CORPORATION      | 263735             | 0.00             |
| INFORMATION & TECHNOLOGY SERVI |         | 41506850        | 1922693 | 607071 | DATA PROCESSING EQUIPMENT | CDW LLC              | SNJ5735            | 771.21           |
| INFORMATION & TECHNOLOGY SERVI |         | 41506850        | 1922694 | 505849 | OPERATING SUPPLIES        | CDW LLC              | SNK5412            | 1,426.00         |
| INFORMATION & TECHNOLOGY SERVI |         | 41506850        | 1922702 | 505849 | OPERATING SUPPLIES        | CDW LLC              | SNP9797            | 554.15           |
| INFORMATION & TECHNOLOGY SERVI |         | 41506850        | 1922704 | 607071 | DATA PROCESSING EQUIPMENT | CDW LLC              | SNJ7688            | 8,373.75         |
| INFORMATION & TECHNOLOGY SERVI |         | 41506850        | 1922706 | 505849 | OPERATING SUPPLIES        | CDW LLC              | SQF4308            | 1,425.00         |
| INFORMATION & TECHNOLOGY SERVI |         | 41506850        | 1922706 | 505849 | OPERATING SUPPLIES        | CDW LLC              | SNQ7098            | 2,683.15         |
| <b>Department Total</b>        |         | <b>41506850</b> |         |        |                           |                      |                    | <b>21,393.51</b> |
| <b>41506900</b>                |         |                 |         |        |                           |                      |                    |                  |
| FACILITIES MGMT-SATELLITE CENT |         | 41506900        | 1901939 | 505849 | OPERATING SUPPLIES        | W W GRAINGER INC     | CM-9176214618      | -30.29           |
| FACILITIES MGMT-SATELLITE CENT |         | 41506900        | 1901939 | 505849 | OPERATING SUPPLIES        | W W GRAINGER INC     | 9169639623         | 257.04           |

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| FACILITIES MGMT-SATELLITE CENT |         | 41506900        | 1903856 | 505849 | OPERATING SUPPLIES          | STUART C IRBY COMPAN | S011364344.001 | 0.00          |
| FACILITIES MGMT-SATELLITE CENT |         | 41506900        | 1905154 | 505859 | OTHER SERVICES              | FIZZ-O WATER INC     | 1234186        | 6.00          |
| FACILITIES MGMT-SATELLITE CENT |         | 41506900        | 1905154 | 505859 | OTHER SERVICES              | FIZZ-O WATER INC     | 1239191        | 9.00          |
| FACILITIES MGMT-SATELLITE CENT |         | 41506900        | 1905154 | 505859 | OTHER SERVICES              | FIZZ-O WATER INC     | 1239192        | 9.00          |
| FACILITIES MGMT-SATELLITE CENT |         | 41506900        | 1905154 | 505859 | OTHER SERVICES              | FIZZ-O WATER INC     | 1239291        | 9.00          |
| FACILITIES MGMT-SATELLITE CENT |         | 41506900        | 1905154 | 505859 | OTHER SERVICES              | FIZZ-O WATER INC     | 1239576        | 9.00          |
| FACILITIES MGMT-SATELLITE CENT |         | 41506900        | 1905154 | 505859 | OTHER SERVICES              | FIZZ-O WATER INC     | 1239751        | 9.00          |
| FACILITIES MGMT-SATELLITE CENT |         | 41506900        | 1905154 | 505859 | OTHER SERVICES              | FIZZ-O WATER INC     | 1239858        | 9.00          |
| FACILITIES MGMT-SATELLITE CENT |         | 41506900        | 1905154 | 505859 | OTHER SERVICES              | FIZZ-O WATER INC     | 1234162        | 16.50         |
| FACILITIES MGMT-SATELLITE CENT |         | 41506900        | 1905154 | 505859 | OTHER SERVICES              | FIZZ-O WATER INC     | 1233065        | 25.20         |
| FACILITIES MGMT-SATELLITE CENT |         | 41506900        | 1905154 | 505859 | OTHER SERVICES              | FIZZ-O WATER INC     | 1234365        | 25.20         |
| FACILITIES MGMT-SATELLITE CENT |         | 41506900        | 1907267 | 505849 | OPERATING SUPPLIES          | DAVCO MECHANICAL     | 44669          | 218.50        |
| <b>Department Total</b>        |         | <b>41506900</b> |         |        |                             |                      |                | <b>572.15</b> |
| <b>41506925</b>                |         |                 |         |        |                             |                      |                |               |
| FACILITIES MGMT-CENTRAL(CRHC)  |         | 41506925        | 1901939 | 505849 | OPERATING SUPPLIES          | W W GRAINGER INC     | 9177776532     | 10.71         |
| FACILITIES MGMT-CENTRAL(CRHC)  |         | 41506925        | 1903856 | 505849 | OPERATING SUPPLIES          | STUART C IRBY COMPAN | S011364344.001 | 0.00          |
| FACILITIES MGMT-CENTRAL(CRHC)  |         | 41506925        | 1907267 | 505849 | OPERATING SUPPLIES          | DAVCO MECHANICAL     | 44669          | 0.00          |
| FACILITIES MGMT-CENTRAL(CRHC)  |         | 41506925        | 1907910 | 505539 | BLDGS & GROUNDS MAINTENANCE | AMERICAN SERVICES IN | 0039349-IN     | 67.00         |
| FACILITIES MGMT-CENTRAL(CRHC)  |         | 41506925        | 1920530 | 505539 | BLDGS & GROUNDS MAINTENANCE | AAA GLASS & MIRROR O | 1-15257        | 180.14        |
| FACILITIES MGMT-CENTRAL(CRHC)  |         | 41506925        | 1921359 | 505739 | OFFICE SUPPLIES             | ADMIRAL EXPRESS      | 2033963-0      | 0.00          |
| <b>Department Total</b>        |         | <b>41506925</b> |         |        |                             |                      |                | <b>257.85</b> |
| <b>41506950</b>                |         |                 |         |        |                             |                      |                |               |
| FACILITIES MGMT-GOODWIN(JGHC)  |         | 41506950        | 1901939 | 505849 | OPERATING SUPPLIES          | W W GRAINGER INC     | CM-9191399014  | -40.00        |
| FACILITIES MGMT-GOODWIN(JGHC)  |         | 41506950        | 1901939 | 505849 | OPERATING SUPPLIES          | W W GRAINGER INC     | 9177776532     | 6.19          |
| FACILITIES MGMT-GOODWIN(JGHC)  |         | 41506950        | 1901939 | 505849 | OPERATING SUPPLIES          | W W GRAINGER INC     | 9188892211     | 118.20        |
| FACILITIES MGMT-GOODWIN(JGHC)  |         | 41506950        | 1903847 | 505849 | OPERATING SUPPLIES          | P & K EQUIPMENT INC  | 3206367        | 169.78        |
| FACILITIES MGMT-GOODWIN(JGHC)  |         | 41506950        | 1903856 | 505849 | OPERATING SUPPLIES          | STUART C IRBY COMPAN | S011368868.001 | 14.62         |

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| FACILITIES MGMT-GOODWIN(JGHC)   |         | 41506950        | 1903856 | 505849 | OPERATING SUPPLIES           | STUART C IRBY COMPAN | S011364344.001 | 176.00          |
| FACILITIES MGMT-GOODWIN(JGHC)   |         | 41506950        | 1907267 | 505849 | OPERATING SUPPLIES           | DAVCO MECHANICAL     | 44669          | 0.00            |
| FACILITIES MGMT-GOODWIN(JGHC)   |         | 41506950        | 1910802 | 505719 | MOTOR VEHICLES-MAINTENANCE   | TULSA COUNTY BUILDIN | 24097-MAY-2019 | 2,273.49        |
| FACILITIES MGMT-GOODWIN(JGHC)   |         | 41506950        | 1914743 | 505559 | COMMUNICATION SRVS           | UNITED PARCEL SERVIC | 00007X3585239  | 53.83           |
| FACILITIES MGMT-GOODWIN(JGHC)   |         | 41506950        | 1916577 | 505709 | MOTOR VEHICLES-OPER SUPPLIES | COMDATA INC          | 20314687       | 733.17          |
| FACILITIES MGMT-GOODWIN(JGHC)   |         | 41506950        | 1921359 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2033963-0      | 83.92           |
| FACILITIES MGMT-GOODWIN(JGHC)   |         | 41506950        | 1921363 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263736         | 0.00            |
| <b>Department Total</b>         |         | <b>41506950</b> |         |        |                              |                      |                | <b>3,589.20</b> |
| <b>41506975</b>                 |         |                 |         |        |                              |                      |                |                 |
| SECURITY                        |         | 41506975        | 1921358 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2033961-0      | 0.00            |
| SECURITY                        |         | 41506975        | 1921362 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263735         | 0.00            |
| <b>Department Total</b>         |         | <b>41506975</b> |         |        |                              |                      |                | <b>0.00</b>     |
| <b>41507000</b>                 |         |                 |         |        |                              |                      |                |                 |
| FACILITIES MGMT-N REGINAL(NRHC) |         | 41507000        | 1901939 | 505849 | OPERATING SUPPLIES           | W W GRAINGER INC     | 9184312735     | 13.32           |
| FACILITIES MGMT-N REGINAL(NRHC) |         | 41507000        | 1903856 | 505849 | OPERATING SUPPLIES           | STUART C IRBY COMPAN | S011364344.001 | 0.00            |
| FACILITIES MGMT-N REGINAL(NRHC) |         | 41507000        | 1907267 | 505849 | OPERATING SUPPLIES           | DAVCO MECHANICAL     | 44669          | 0.00            |
| FACILITIES MGMT-N REGINAL(NRHC) |         | 41507000        | 1921359 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2033967-0      | 0.00            |
| <b>Department Total</b>         |         | <b>41507000</b> |         |        |                              |                      |                | <b>13.32</b>    |
| <b>41507025</b>                 |         |                 |         |        |                              |                      |                |                 |
| ENVIRONMNTL PUBLIC HLTH-FOOD P  |         | 41507025        | 1921359 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2033967-0      | 263.06          |
| ENVIRONMNTL PUBLIC HLTH-FOOD P  |         | 41507025        | 1921363 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263736         | 112.36          |
| ENVIRONMNTL PUBLIC HLTH-FOOD P  |         | 41507025        | 1923041 | 505879 | PRINTING, DUPLICATING & FILM | TULSA COUNTY         | 313974         | 1,970.92        |
| ENVIRONMNTL PUBLIC HLTH-FOOD P  |         | 41507025        | 1923041 | 505879 | PRINTING, DUPLICATING & FILM | TULSA COUNTY         | 313975         | 1,976.58        |
| <b>Department Total</b>         |         | <b>41507025</b> |         |        |                              |                      |                | <b>4,322.92</b> |
| <b>41507050</b>                 |         |                 |         |        |                              |                      |                |                 |
| ENVIRONMENTAL HEALTH SERVICES   |         | 41507050        | 1917502 | 505849 | OPERATING SUPPLIES           | VECTOR TEST SYSTEMS  | 0314191        | 4,843.88        |

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| ENVIRONMENTAL HEALTH SERVICES |         | 41507050        | 1919962 | 505859 | OTHER SERVICES              | LASTOP LAWN MAINT    | 2018-1041     | 1,850.00        |
| ENVIRONMENTAL HEALTH SERVICES |         | 41507050        | 1920971 | 505203 | MILEAGE REIMB-IN COUNTY     | MEADOR, MICHAEL SCOT | 050919-053119 | 51.62           |
| ENVIRONMENTAL HEALTH SERVICES |         | 41507050        | 1920972 | 505203 | MILEAGE REIMB-IN COUNTY     | MORRISON, MICHAEL    | 052919-053019 | 44.08           |
| ENVIRONMENTAL HEALTH SERVICES |         | 41507050        | 1920972 | 505203 | MILEAGE REIMB-IN COUNTY     | MORRISON, MICHAEL    | 050119-052819 | 477.92          |
| ENVIRONMENTAL HEALTH SERVICES |         | 41507050        | 1920974 | 505203 | MILEAGE REIMB-IN COUNTY     | PETERSON, RICHARD    | 050119-053019 | 494.16          |
| ENVIRONMENTAL HEALTH SERVICES |         | 41507050        | 1921359 | 505739 | OFFICE SUPPLIES             | ADMIRAL EXPRESS      | 2033970-0     | 224.34          |
| ENVIRONMENTAL HEALTH SERVICES |         | 41507050        | 1921363 | 505739 | OFFICE SUPPLIES             | W M CORPORATION      | 263736        | 0.00            |
| ENVIRONMENTAL HEALTH SERVICES |         | 41507050        | 1922675 | 505776 | CHEMICAL & LAB SUPPLIE      | HACH COMPANY         | 11489889      | 149.10          |
| ENVIRONMENTAL HEALTH SERVICES |         | 41507050        | 1922675 | 505776 | CHEMICAL & LAB SUPPLIE      | HACH COMPANY         | 11493458      | 172.00          |
| ENVIRONMENTAL HEALTH SERVICES |         | 41507050        | 1922675 | 505776 | CHEMICAL & LAB SUPPLIE      | HACH COMPANY         | 11488041      | 835.24          |
| ENVIRONMENTAL HEALTH SERVICES |         | 41507050        | 1923209 | 505940 | TRAINING                    | NATIONAL ENVIRONMENT | 32834         | 830.00          |
| <b>Department Total</b>       |         | <b>41507050</b> |         |        |                             |                      |               | <b>9,972.34</b> |
| <b>41507075</b>               |         |                 |         |        |                             |                      |               |                 |
| COMMUNITY HEALTH ADMIN        |         | 41507075        | 1904030 | 505920 | SUBSCRIPTIONS & MEMBERSHIPS | COLA INC             | A0068921      | 1,468.00        |
| COMMUNITY HEALTH ADMIN        |         | 41507075        | 1916554 | 505849 | OPERATING SUPPLIES          | LOWES                | 12737         | 607.84          |
| COMMUNITY HEALTH ADMIN        |         | 41507075        | 1917305 | 505203 | MILEAGE REIMB-IN COUNTY     | HAYNES, PRISCILLA S  | 030119-032919 | 120.06          |
| COMMUNITY HEALTH ADMIN        |         | 41507075        | 1917305 | 505204 | TRAVEL-OUT OF COUNTY        | HAYNES, PRISCILLA S  | 030119-032919 | 135.44          |
| COMMUNITY HEALTH ADMIN        |         | 41507075        | 1920716 | 505203 | MILEAGE REIMB-IN COUNTY     | SELLS, DANA          | 050119-053119 | 118.32          |
| COMMUNITY HEALTH ADMIN        |         | 41507075        | 1921360 | 505739 | OFFICE SUPPLIES             | ADMIRAL EXPRESS      | 2035758-0     | 87.81           |
| COMMUNITY HEALTH ADMIN        |         | 41507075        | 1921364 | 505739 | OFFICE SUPPLIES             | W M CORPORATION      | 263873        | 157.02          |
| <b>Department Total</b>       |         | <b>41507075</b> |         |        |                             |                      |               | <b>2,694.49</b> |
| <b>41507100</b>               |         |                 |         |        |                             |                      |               |                 |
| FAMILY PLANNING               |         | 41507100        | 1920771 | 505203 | MILEAGE REIMB-IN COUNTY     | PATTON, MARI F       | 050219-053019 | 104.40          |
| FAMILY PLANNING               |         | 41507100        | 1920783 | 505203 | MILEAGE REIMB-IN COUNTY     | IVERSON, RAGINA      | 050119-051519 | 95.12           |
| FAMILY PLANNING               |         | 41507100        | 1921361 | 505739 | OFFICE SUPPLIES             | ADMIRAL EXPRESS      | 2036622-0     | 0.00            |



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| FAMILY PLANNING                |         | 41507100        | 1921365 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263946        | 0.00            |
| <b>Department Total</b>        |         | <b>41507100</b> |         |        |                              |                      |               | <b>199.52</b>   |
| <b>41507125</b>                |         |                 |         |        |                              |                      |               |                 |
| VITAL RECORDS                  |         | 41507125        | 1921359 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2033970-0     | 0.00            |
| <b>Department Total</b>        |         | <b>41507125</b> |         |        |                              |                      |               | <b>0.00</b>     |
| <b>41507160</b>                |         |                 |         |        |                              |                      |               |                 |
| TEEN PREGNANCY PREVENT - PREP  |         | 41507160        | 1920718 | 505203 | MILEAGE REIMB-IN COUNTY      | CARTER, CHRISTOPHER  | 050619-055219 | 60.90           |
| TEEN PREGNANCY PREVENT - PREP  |         | 41507160        | 1921361 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2036622-0     | 0.00            |
| TEEN PREGNANCY PREVENT - PREP  |         | 41507160        | 1921365 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263946        | 0.00            |
| TEEN PREGNANCY PREVENT - PREP  |         | 41507160        | 1922435 | 505849 | OPERATING SUPPLIES           | EDUCATION TRAINING A | 254239        | 1,004.64        |
| TEEN PREGNANCY PREVENT - PREP  |         | 41507160        | 1922616 | 505849 | OPERATING SUPPLIES           | AMAZON.COM LLC       | 489689743664  | 13.24           |
| TEEN PREGNANCY PREVENT - PREP  |         | 41507160        | 1922616 | 505849 | OPERATING SUPPLIES           | AMAZON.COM LLC       | 45545654965   | 449.65          |
| TEEN PREGNANCY PREVENT - PREP  |         | 41507160        | 1922616 | 505849 | OPERATING SUPPLIES           | AMAZON.COM LLC       | 675678663965  | 564.78          |
| <b>Department Total</b>        |         | <b>41507160</b> |         |        |                              |                      |               | <b>2,093.21</b> |
| <b>41507161</b>                |         |                 |         |        |                              |                      |               |                 |
| PREGNANCY ASSISTANCE FUND      |         | 41507161        | 1921361 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2036622-0     | 0.00            |
| PREGNANCY ASSISTANCE FUND      |         | 41507161        | 1921663 | 505849 | OPERATING SUPPLIES           | AMAZON.COM LLC       | 769699544776  | 99.98           |
| PREGNANCY ASSISTANCE FUND      |         | 41507161        | 1921663 | 505849 | OPERATING SUPPLIES           | AMAZON.COM LLC       | 468445575447  | 349.95          |
| PREGNANCY ASSISTANCE FUND      |         | 41507161        | 1921663 | 505849 | OPERATING SUPPLIES           | AMAZON.COM LLC       | 469485767635  | 1,999.97        |
| <b>Department Total</b>        |         | <b>41507161</b> |         |        |                              |                      |               | <b>2,449.90</b> |
| <b>41507175</b>                |         |                 |         |        |                              |                      |               |                 |
| COMMTY HLTH INTRVNTN & PREVENT |         | 41507175        | 1905507 | 505889 | PROFESSIONAL & TECH SERVICES | ST JOHN MEDICAL CENT | 0076205019    | 0.00            |
| COMMTY HLTH INTRVNTN & PREVENT |         | 41507175        | 1905615 | 505889 | PROFESSIONAL & TECH SERVICES | TULSA RADIOLOGY ASSO | 20-115        | 0.00            |
| COMMTY HLTH INTRVNTN & PREVENT |         | 41507175        | 1921359 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2033970-0     | 0.00            |

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| COMMTY HLTH INTRVNTN & PREVENT |         | 41507175        | 1921363 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263736        | 0.00            |
| <b>Department Total</b>        |         | <b>41507175</b> |         |        |                              |                      |               | <b>0.00</b>     |
| <b>41507200</b>                |         |                 |         |        |                              |                      |               |                 |
| CHILDREN FIRST GRANT           |         | 41507200        | 1921361 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2036622-0     | 0.00            |
| CHILDREN FIRST GRANT           |         | 41507200        | 1921365 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263946        | 0.00            |
| CHILDREN FIRST GRANT           |         | 41507200        | 1921664 | 505203 | MILEAGE REIMB-IN COUNTY      | FLOYD, LESLIE        | 050119-052919 | 40.02           |
| CHILDREN FIRST GRANT           |         | 41507200        | 1921664 | 505204 | TRAVEL-OUT OF COUNTY         | FLOYD, LESLIE        | 050119-052919 | 549.27          |
| CHILDREN FIRST GRANT           |         | 41507200        | 1921665 | 505203 | MILEAGE REIMB-IN COUNTY      | SEO, HA EUN          | 050619-053019 | 31.32           |
| CHILDREN FIRST GRANT           |         | 41507200        | 1921665 | 505204 | TRAVEL-OUT OF COUNTY         | SEO, HA EUN          | 050619-053019 | 492.50          |
| <b>Department Total</b>        |         | <b>41507200</b> |         |        |                              |                      |               | <b>1,113.11</b> |
| <b>41507210</b>                |         |                 |         |        |                              |                      |               |                 |
| MIECHV C1                      |         | 41507210        | 1921361 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2036622-0     | 0.00            |
| MIECHV C1                      |         | 41507210        | 1921365 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263946        | 0.00            |
| <b>Department Total</b>        |         | <b>41507210</b> |         |        |                              |                      |               | <b>0.00</b>     |
| <b>41507215</b>                |         |                 |         |        |                              |                      |               |                 |
| MIECH CONNECTOR                |         | 41507215        | 1921360 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2035758-0     | 0.00            |
| <b>Department Total</b>        |         | <b>41507215</b> |         |        |                              |                      |               | <b>0.00</b>     |
| <b>41507220</b>                |         |                 |         |        |                              |                      |               |                 |
| BIRTH THROUGH EIGHT STRATEGY T |         | 41507220        | 1920756 | 505203 | MILEAGE REIMB-IN COUNTY      | PFANNENSTIEL, KYLA   | 050119-053119 | 77.38           |
| BIRTH THROUGH EIGHT STRATEGY T |         | 41507220        | 1921360 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2035759-0     | 85.18           |
| BIRTH THROUGH EIGHT STRATEGY T |         | 41507220        | 1922699 | 505849 | OPERATING SUPPLIES           | CDW LLC              | SNK6631       | 67.89           |
| <b>Department Total</b>        |         | <b>41507220</b> |         |        |                              |                      |               | <b>230.45</b>   |
| <b>41507225</b>                |         |                 |         |        |                              |                      |               |                 |
| ADULT HEALTH                   |         | 41507225        | 1905507 | 505889 | PROFESSIONAL & TECH SERVICES | ST JOHN MEDICAL CENT | 0075335199    | 127.79          |

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| ADULT HEALTH            |         | 41507225        | 1905507 | 505889 | PROFESSIONAL & TECH SERVICES | ST JOHN MEDICAL CENT | 0076119376    | 127.79           |
| ADULT HEALTH            |         | 41507225        | 1905507 | 505889 | PROFESSIONAL & TECH SERVICES | ST JOHN MEDICAL CENT | 0076207445    | 127.79           |
| ADULT HEALTH            |         | 41507225        | 1905507 | 505889 | PROFESSIONAL & TECH SERVICES | ST JOHN MEDICAL CENT | 0076219184    | 127.79           |
| ADULT HEALTH            |         | 41507225        | 1905507 | 505889 | PROFESSIONAL & TECH SERVICES | ST JOHN MEDICAL CENT | 0076221707    | 127.79           |
| ADULT HEALTH            |         | 41507225        | 1905507 | 505889 | PROFESSIONAL & TECH SERVICES | ST JOHN MEDICAL CENT | 0076227047    | 127.79           |
| ADULT HEALTH            |         | 41507225        | 1905507 | 505889 | PROFESSIONAL & TECH SERVICES | ST JOHN MEDICAL CENT | 0076275327    | 127.79           |
| ADULT HEALTH            |         | 41507225        | 1905507 | 505889 | PROFESSIONAL & TECH SERVICES | ST JOHN MEDICAL CENT | 0076287163    | 127.79           |
| ADULT HEALTH            |         | 41507225        | 1905507 | 505889 | PROFESSIONAL & TECH SERVICES | ST JOHN MEDICAL CENT | 0076168245    | 149.16           |
| ADULT HEALTH            |         | 41507225        | 1905507 | 505889 | PROFESSIONAL & TECH SERVICES | ST JOHN MEDICAL CENT | 0076205019    | 178.70           |
| ADULT HEALTH            |         | 41507225        | 1905615 | 505889 | PROFESSIONAL & TECH SERVICES | TULSA RADIOLOGY ASSO | 20-115        | 723.83           |
| ADULT HEALTH            |         | 41507225        | 1920783 | 505203 | MILEAGE REIMB-IN COUNTY      | IVERSON, RAGINA      | 050119-051519 | 0.00             |
| ADULT HEALTH            |         | 41507225        | 1921361 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2036622-0     | 0.00             |
| ADULT HEALTH            |         | 41507225        | 1921365 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263946        | 0.00             |
| ADULT HEALTH            |         | 41507225        | 1921990 | 505889 | PROFESSIONAL & TECH SERVICES | ST JOHN BROKEN ARROW | 0036131985    | 127.79           |
| <b>Department Total</b> |         | <b>41507225</b> |         |        |                              |                      |               | <b>2,201.80</b>  |
| <b>41507230</b>         |         |                 |         |        |                              |                      |               |                  |
| CCHI PROJECT            |         | 41507230        | 1922691 | 505849 | OPERATING SUPPLIES           | CDW LLC              | SNF4930       | 2,344.28         |
| CCHI PROJECT            |         | 41507230        | 1922698 | 505849 | OPERATING SUPPLIES           | CDW LLC              | SQJ0779       | 1,524.96         |
| CCHI PROJECT            |         | 41507230        | 1922705 | 607071 | DATA PROCESSING EQUIPMENT    | CDW LLC              | SNQ7092       | 6,699.00         |
| CCHI PROJECT            |         | 41507230        | 1922705 | 505849 | OPERATING SUPPLIES           | CDW LLC              | SPB7232       | 1,140.00         |
| <b>Department Total</b> |         | <b>41507230</b> |         |        |                              |                      |               | <b>11,708.24</b> |
| <b>41507255</b>         |         |                 |         |        |                              |                      |               |                  |
| AUDIOLOGY CLINIC        |         | 41507255        | 1919911 | 505776 | CHEMICAL & LAB SUPPLIE       | E3 DIAGNOSTICS INC   | 1249389       | 1,105.00         |

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| AUDIOLOGY CLINIC               |         | 41507255        | 1920992 | 505203 | MILEAGE REIMB-IN COUNTY      | FOSTER, TIFFANY      | 050719-052919 | 24.36           |
| AUDIOLOGY CLINIC               |         | 41507255        | 1920993 | 505203 | MILEAGE REIMB-IN COUNTY      | HAWKINS, SANDRA      | 050119-050819 | 18.56           |
| AUDIOLOGY CLINIC               |         | 41507255        | 1920994 | 505203 | MILEAGE REIMB-IN COUNTY      | LACKEY, STACY        | 050119-051419 | 26.68           |
| AUDIOLOGY CLINIC               |         | 41507255        | 1921360 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2035759-0     | 0.00            |
| AUDIOLOGY CLINIC               |         | 41507255        | 1921364 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263877        | 0.00            |
| AUDIOLOGY CLINIC               |         | 41507255        | 1921893 | 505776 | CHEMICAL & LAB SUPPLIE       | WESTONE LABORATORIES | 60629030      | 90.25           |
| <b>Department Total</b>        |         | <b>41507255</b> |         |        |                              |                      |               | <b>1,264.85</b> |
| <b>41507275</b>                |         |                 |         |        |                              |                      |               |                 |
| IMMUNIZATIONS                  |         | 41507275        | 1905232 | 505889 | PROFESSIONAL & TECH SERVICES | REALMED CORP         | INV00489027   | 360.00          |
| IMMUNIZATIONS                  |         | 41507275        | 1920771 | 505203 | MILEAGE REIMB-IN COUNTY      | PATTON, MARI F       | 050219-053019 | 167.04          |
| IMMUNIZATIONS                  |         | 41507275        | 1920783 | 505203 | MILEAGE REIMB-IN COUNTY      | IVERSON, RAGINA      | 050119-051519 | 0.00            |
| IMMUNIZATIONS                  |         | 41507275        | 1921361 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2036622-0     | 0.00            |
| IMMUNIZATIONS                  |         | 41507275        | 1921365 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263946        | 0.00            |
| IMMUNIZATIONS                  |         | 41507275        | 1921863 | 607073 | MEDICAL & CLINICAL EQUIP     | MCKESSON MEDICAL SUR | 56269030      | 1,807.52        |
| IMMUNIZATIONS                  |         | 41507275        | 1922294 | 505849 | OPERATING SUPPLIES           | INNOVATIVE MARKETING | INV532302     | 134.59          |
| IMMUNIZATIONS                  |         | 41507275        | 1923208 | 506185 | OTHER REFUNDS                | POSTIER, JANET FAYE  | 061119        | 35.00           |
| <b>Department Total</b>        |         | <b>41507275</b> |         |        |                              |                      |               | <b>2,504.15</b> |
| <b>41507300</b>                |         |                 |         |        |                              |                      |               |                 |
| HEALTH PROMOTION&OUTREACH ADMN |         | 41507300        | 1910424 | 505849 | OPERATING SUPPLIES           | REASORS HOLDING      | 8851-061219   | 103.07          |
| HEALTH PROMOTION&OUTREACH ADMN |         | 41507300        | 1920978 | 505203 | MILEAGE REIMB-IN COUNTY      | PASLEY, ERIKA        | 050119-053119 | 124.12          |
| HEALTH PROMOTION&OUTREACH ADMN |         | 41507300        | 1921361 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2036622-0     | 59.71           |
| HEALTH PROMOTION&OUTREACH ADMN |         | 41507300        | 1921365 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263946        | 35.62           |
| <b>Department Total</b>        |         | <b>41507300</b> |         |        |                              |                      |               | <b>322.52</b>   |
| <b>41507325</b>                |         |                 |         |        |                              |                      |               |                 |
| HEALTHY START INITIATIVE       |         | 41507325        | 1918887 | 505889 | PROFESSIONAL & TECH SERVICES | AYRES-GRIFFIN, COLLE | APRIL-2019    | 3,093.75        |

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| HEALTHY START INITIATIVE       |         | 41507325        | 1918888 | 505889 | PROFESSIONAL & TECH SERVICES | AYRES-GRIFFIN, COLLE | MAY-2019      | 2,437.50        |
| HEALTHY START INITIATIVE       |         | 41507325        | 1920984 | 505203 | MILEAGE REIMB-IN COUNTY      | EDMONDS, CHRISTINA   | 050119-052419 | 71.92           |
| HEALTHY START INITIATIVE       |         | 41507325        | 1921360 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2035764-0     | 34.80           |
| HEALTHY START INITIATIVE       |         | 41507325        | 1921364 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263902        | 209.88          |
| HEALTHY START INITIATIVE       |         | 41507325        | 1921894 | 505859 | OTHER SERVICES               | REASORS HOLDING      | 9527-2019     | 119.03          |
| HEALTHY START INITIATIVE       |         | 41507325        | 1922687 | 505859 | OTHER SERVICES               | REASORS HOLDING      | 7934-2019     | 63.21           |
| HEALTHY START INITIATIVE       |         | 41507325        | 1922696 | 505849 | OPERATING SUPPLIES           | CDW LLC              | SPL3592       | 386.56          |
| <b>Department Total</b>        |         | <b>41507325</b> |         |        |                              |                      |               | <b>6,416.65</b> |
| <b>41507340</b>                |         |                 |         |        |                              |                      |               |                 |
| RESOURCE PREVENT COORD (RPC)   |         | 41507340        | 1921360 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2035764-0     | 0.00            |
| RESOURCE PREVENT COORD (RPC)   |         | 41507340        | 1921364 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263877        | 0.00            |
| <b>Department Total</b>        |         | <b>41507340</b> |         |        |                              |                      |               | <b>0.00</b>     |
| <b>41507342</b>                |         |                 |         |        |                              |                      |               |                 |
| SPF STATE INCNTIVE GRNT(SPFSIG |         | 41507342        | 1921360 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2035768-0     | 457.61          |
| SPF STATE INCNTIVE GRNT(SPFSIG |         | 41507342        | 1921364 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263901        | 60.45           |
| SPF STATE INCNTIVE GRNT(SPFSIG |         | 41507342        | 1922436 | 505849 | OPERATING SUPPLIES           | JOURNEYWORKS PUBLISH | 129213A       | 380.00          |
| SPF STATE INCNTIVE GRNT(SPFSIG |         | 41507342        | 1922451 | 505849 | OPERATING SUPPLIES           | VERDE ENVIRONMENTAL  | 0001250-IN    | 2,328.00        |
| SPF STATE INCNTIVE GRNT(SPFSIG |         | 41507342        | 1922695 | 607071 | DATA PROCESSING EQUIPMENT    | CDW LLC              | SNQ7105       | 1,101.54        |
| SPF STATE INCNTIVE GRNT(SPFSIG |         | 41507342        | 1922695 | 505849 | OPERATING SUPPLIES           | CDW LLC              | SPL1403       | 204.05          |
| SPF STATE INCNTIVE GRNT(SPFSIG |         | 41507342        | 1922695 | 505849 | OPERATING SUPPLIES           | CDW LLC              | SNQ7105       | 283.20          |
| SPF STATE INCNTIVE GRNT(SPFSIG |         | 41507342        | 1922697 | 505849 | OPERATING SUPPLIES           | CDW LLC              | SPL3622       | 386.56          |
| <b>Department Total</b>        |         | <b>41507342</b> |         |        |                              |                      |               | <b>5,201.41</b> |
| <b>41507350</b>                |         |                 |         |        |                              |                      |               |                 |
| CX OF TULSA COUNTY             |         | 41507350        | 1921360 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS      | 2035772-0     | 102.18          |
| CX OF TULSA COUNTY             |         | 41507350        | 1921364 | 505739 | OFFICE SUPPLIES              | W M CORPORATION      | 263877        | 1,408.73        |
| CX OF TULSA COUNTY             |         | 41507350        | 1922948 | 505879 | PRINTING, DUPLICATING & FILM | FLASH FLOOD PRINT    | 3127          | 110.00          |
| <b>Department Total</b>        |         | <b>41507350</b> |         |        |                              |                      |               | <b>1,620.91</b> |

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| Department              | Project | Org             | PO #    | Object | Acct Desc               | Vendor Name          | Inv Nbr       | Amount          |
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| <b>41507375</b>         |         |                 |         |        |                         |                      |               |                 |
| CHILD GUIDANCE CENTER   |         | 41507375        | 1920995 | 505203 | MILEAGE REIMB-IN COUNTY | ACOSTA-DE-WILLIS, CL | 050119-052419 | 125.86          |
| CHILD GUIDANCE CENTER   |         | 41507375        | 1920995 | 505204 | TRAVEL-OUT OF COUNTY    | ACOSTA-DE-WILLIS, CL | 050119-052419 | 0.00            |
| CHILD GUIDANCE CENTER   |         | 41507375        | 1920996 | 505203 | MILEAGE REIMB-IN COUNTY | BURKE, ALLISON       | 050219-052919 | 54.52           |
| CHILD GUIDANCE CENTER   |         | 41507375        | 1920996 | 505204 | TRAVEL-OUT OF COUNTY    | BURKE, ALLISON       | 050219-052919 | 124.74          |
| CHILD GUIDANCE CENTER   |         | 41507375        | 1920997 | 505203 | MILEAGE REIMB-IN COUNTY | BUTCHEE, E BRENDA    | 050119-053019 | 32.48           |
| CHILD GUIDANCE CENTER   |         | 41507375        | 1920997 | 505204 | TRAVEL-OUT OF COUNTY    | BUTCHEE, E BRENDA    | 050119-053019 | 0.00            |
| CHILD GUIDANCE CENTER   |         | 41507375        | 1921000 | 505203 | MILEAGE REIMB-IN COUNTY | GEISINGER-HAMILTON,  | 050119-052219 | 99.76           |
| CHILD GUIDANCE CENTER   |         | 41507375        | 1921000 | 505204 | TRAVEL-OUT OF COUNTY    | GEISINGER-HAMILTON,  | 050119-052219 | 0.00            |
| CHILD GUIDANCE CENTER   |         | 41507375        | 1921002 | 505203 | MILEAGE REIMB-IN COUNTY | TURNER, KATHLEEN     | 050119-053119 | 180.38          |
| CHILD GUIDANCE CENTER   |         | 41507375        | 1921002 | 505940 | TRAINING                | TURNER, KATHLEEN     | 050119-053119 | 60.00           |
| CHILD GUIDANCE CENTER   |         | 41507375        | 1921002 | 505204 | TRAVEL-OUT OF COUNTY    | TURNER, KATHLEEN     | 050119-053119 | 89.20           |
| CHILD GUIDANCE CENTER   |         | 41507375        | 1921003 | 505203 | MILEAGE REIMB-IN COUNTY | WHITTY, KIMBERLY     | 050119-052919 | 216.92          |
| CHILD GUIDANCE CENTER   |         | 41507375        | 1921003 | 505204 | TRAVEL-OUT OF COUNTY    | WHITTY, KIMBERLY     | 050119-052919 | 52.20           |
| CHILD GUIDANCE CENTER   |         | 41507375        | 1921360 | 505739 | OFFICE SUPPLIES         | ADMIRAL EXPRESS      | 2035775-0     | 65.35           |
| CHILD GUIDANCE CENTER   |         | 41507375        | 1921364 | 505739 | OFFICE SUPPLIES         | W M CORPORATION      | 263877        | 0.00            |
| <b>Department Total</b> |         | <b>41507375</b> |         |        |                         |                      |               | <b>1,101.41</b> |
| <b>41507400</b>         |         |                 |         |        |                         |                      |               |                 |
| WIC                     |         | 41507400        | 1921361 | 505739 | OFFICE SUPPLIES         | ADMIRAL EXPRESS      | 2036622-0     | 0.00            |
| WIC                     |         | 41507400        | 1921365 | 505739 | OFFICE SUPPLIES         | W M CORPORATION      | 263957        | 0.00            |
| WIC                     |         | 41507400        | 1922700 | 505849 | OPERATING SUPPLIES      | CDW LLC              | SNJ7058       | 436.47          |
| <b>Department Total</b> |         | <b>41507400</b> |         |        |                         |                      |               | <b>436.47</b>   |

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| Department                     | Project | Org             | PO #    | Object | Acct Desc                    | Vendor Name       | Inv Nbr       | Amount          |
|--------------------------------|---------|-----------------|---------|--------|------------------------------|-------------------|---------------|-----------------|
| <b>41507404</b>                |         |                 |         |        |                              |                   |               |                 |
| WIC PEER                       |         | 41507404        | 1921361 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS   | 2036626-0     | 34.53           |
| WIC PEER                       |         | 41507404        | 1921365 | 505739 | OFFICE SUPPLIES              | W M CORPORATION   | 263957        | 44.25           |
| WIC PEER                       |         | 41507404        | 1922700 | 505849 | OPERATING SUPPLIES           | CDW LLC           | SNJ7058       | 436.47          |
| <b>Department Total</b>        |         | <b>41507404</b> |         |        |                              |                   |               | <b>515.25</b>   |
| <b>41507405</b>                |         |                 |         |        |                              |                   |               |                 |
| WIC LBL                        |         | 41507405        | 1921361 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS   | 2036622-0     | 0.00            |
| WIC LBL                        |         | 41507405        | 1921365 | 505739 | OFFICE SUPPLIES              | W M CORPORATION   | 263957        | 0.00            |
| WIC LBL                        |         | 41507405        | 1923041 | 505879 | PRINTING, DUPLICATING & FILM | TULSA COUNTY      | 313964        | 297.93          |
| WIC LBL                        |         | 41507405        | 1923041 | 505879 | PRINTING, DUPLICATING & FILM | TULSA COUNTY      | 313965        | 297.93          |
| WIC LBL                        |         | 41507405        | 1923041 | 505879 | PRINTING, DUPLICATING & FILM | TULSA COUNTY      | 313966        | 297.93          |
| WIC LBL                        |         | 41507405        | 1923041 | 505879 | PRINTING, DUPLICATING & FILM | TULSA COUNTY      | 313967        | 297.93          |
| WIC LBL                        |         | 41507405        | 1923041 | 505879 | PRINTING, DUPLICATING & FILM | TULSA COUNTY      | 313968        | 297.93          |
| WIC LBL                        |         | 41507405        | 1923041 | 505879 | PRINTING, DUPLICATING & FILM | TULSA COUNTY      | 313969        | 297.93          |
| <b>Department Total</b>        |         | <b>41507405</b> |         |        |                              |                   |               | <b>1,787.58</b> |
| <b>41507450</b>                |         |                 |         |        |                              |                   |               |                 |
| SCHOOL HEALTH(ITS ALL ABOUT KI |         | 41507450        | 1921361 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS   | 2036622-0     | 0.00            |
| SCHOOL HEALTH(ITS ALL ABOUT KI |         | 41507450        | 1922703 | 505849 | OPERATING SUPPLIES           | CDW LLC           | SNL4819       | 770.00          |
| SCHOOL HEALTH(ITS ALL ABOUT KI |         | 41507450        | 1923188 | 505203 | MILEAGE REIMB-IN COUNTY      | DANIEL, CHARLEY J | 050119-052919 | 253.46          |
| SCHOOL HEALTH(ITS ALL ABOUT KI |         | 41507450        | 1923188 | 505204 | TRAVEL-OUT OF COUNTY         | DANIEL, CHARLEY J | 050119-052919 | 137.92          |
| <b>Department Total</b>        |         | <b>41507450</b> |         |        |                              |                   |               | <b>1,161.38</b> |
| <b>41507475</b>                |         |                 |         |        |                              |                   |               |                 |
| WORKING FOR BALANCE            |         | 41507475        | 1921359 | 505739 | OFFICE SUPPLIES              | ADMIRAL EXPRESS   | 2033970-0     | 0.00            |
| WORKING FOR BALANCE            |         | 41507475        | 1921363 | 505739 | OFFICE SUPPLIES              | W M CORPORATION   | 263736        | 0.00            |
| <b>Department Total</b>        |         | <b>41507475</b> |         |        |                              |                   |               | <b>0.00</b>     |

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| <b>41507500</b>                |         |                 |         |        |                               |                      |                    |                 |
| FETAL INFANT MORTALITY REVIEW  |         | 41507500        | 1921197 | 505203 | MILEAGE REIMB-IN COUNTY       | BRAUN, SANDRA        | 050119-052919      | 54.52           |
| FETAL INFANT MORTALITY REVIEW  |         | 41507500        | 1921358 | 505739 | OFFICE SUPPLIES               | ADMIRAL EXPRESS      | 2033961-0          | 0.00            |
| <b>Department Total</b>        |         | <b>41507500</b> |         |        |                               |                      |                    | <b>54.52</b>    |
| <b>41507505</b>                |         |                 |         |        |                               |                      |                    |                 |
| ACCOUNTABLE HEALTH COMMUNITIES |         | 41507505        | 1920761 | 505203 | MILEAGE REIMB-IN COUNTY       | HARRIS, BRIA         | 011119-051319      | 68.44           |
| ACCOUNTABLE HEALTH COMMUNITIES |         | 41507505        | 1921360 | 505739 | OFFICE SUPPLIES               | ADMIRAL EXPRESS      | 2035776-0          | 47.51           |
| <b>Department Total</b>        |         | <b>41507505</b> |         |        |                               |                      |                    | <b>115.95</b>   |
| <b>41507510</b>                |         |                 |         |        |                               |                      |                    |                 |
| TULSA MCH INITIATIVE           |         | 41507510        | 1921360 | 505739 | OFFICE SUPPLIES               | ADMIRAL EXPRESS      | 2035780-1          | 6.78            |
| TULSA MCH INITIATIVE           |         | 41507510        | 1921360 | 505739 | OFFICE SUPPLIES               | ADMIRAL EXPRESS      | 203578-0           | 29.81           |
| TULSA MCH INITIATIVE           |         | 41507510        | 1923189 | 505203 | MILEAGE REIMB-IN COUNTY       | CABRERA, ASHLEE      | 050119-053019      | 127.02          |
| TULSA MCH INITIATIVE           |         | 41507510        | 1923189 | 505204 | TRAVEL-OUT OF COUNTY          | CABRERA, ASHLEE      | 050119-053019      | 127.60          |
| <b>Department Total</b>        |         | <b>41507510</b> |         |        |                               |                      |                    | <b>291.21</b>   |
| <b>42507975</b>                |         |                 |         |        |                               |                      |                    |                 |
| TULSA AREA EMER MGMT AGENCY    |         | 42507975        | 1916557 | 505739 | OFFICE SUPPLIES               | TULSA COUNTY         | 313963             | 573.03          |
| TULSA AREA EMER MGMT AGENCY    |         | 42507975        | 1916560 | 505709 | MOTOR VEHICLES-OPER SUPPLIES  | TULSA COUNTY BUILDIN | 140004-MAY-2019    | 2,070.65        |
| TULSA AREA EMER MGMT AGENCY    |         | 42507975        | 1922523 | 505719 | MOTOR VEHICLES-MAINTENANCE    | TULSA COUNTY BUILDIN | 1400004-APRIL-2019 | 2,187.62        |
| TULSA AREA EMER MGMT AGENCY    |         | 42507975        | 1923217 | 505140 | GROUP HOSPITALIZATION         | TULSA COUNTY HUMAN R | 313920             | 2,815.39        |
| <b>Department Total</b>        |         | <b>42507975</b> |         |        |                               |                      |                    | <b>7,646.69</b> |
| <b>43007950</b>                |         |                 |         |        |                               |                      |                    |                 |
| DRAINAGE DISTRICT 12           |         | 43007950        | 1923017 | 506161 | EMER LEVEE ELECTRICAL REPAIRS | IEH AUTO PARTS LLC   | 003144120          | 115.68          |
| DRAINAGE DISTRICT 12           |         | 43007950        | 1923017 | 506161 | EMER LEVEE ELECTRICAL REPAIRS | IEH AUTO PARTS LLC   | 003144463          | 115.68          |
| DRAINAGE DISTRICT 12           |         | 43007950        | 1923032 | 506161 | EMER LEVEE ELECTRICAL REPAIRS | HOTLINES INC         | 25429              | 4,449.00        |



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| Department              | Project | Org             | PO #    | Object | Acct Desc                     | Vendor Name          | Inv Nbr | Amount            |
|-------------------------|---------|-----------------|---------|--------|-------------------------------|----------------------|---------|-------------------|
| DRAINAGE DISTRICT 12    |         | 43007950        | 1923035 | 505670 | MISCELLANEOUS EXPENSE         | STEPHENSON OIL COMPA | 5994012 | 31.25             |
| DRAINAGE DISTRICT 12    |         | 43007950        | 1923179 | 506161 | EMER LEVEE ELECTRICAL REPAIRS | THIRD GENERATION     | 2839    | 340.00            |
| DRAINAGE DISTRICT 12    |         | 43007950        | 1923193 | 505709 | MOTOR VEHICLES-OPER SUPPLIES  | BOWERS OIL CO INC    | 38315   | 1,315.04          |
| DRAINAGE DISTRICT 12    |         | 43007950        | 1923201 | 505720 | MOTOR VEHICLES-OUTSIDE SRV    | DANNYS AUTO REPAIR   | 54637   | 217.72            |
| DRAINAGE DISTRICT 12    |         | 43007950        | 1923269 | 506161 | EMER LEVEE ELECTRICAL REPAIRS | THIRD GENERATION     | 2849    | 340.00            |
| <b>Department Total</b> |         | <b>43007950</b> |         |        |                               |                      |         | <b>6,924.37</b>   |
| <b>Grand Total</b>      |         |                 |         |        |                               |                      |         | <b>777,305.05</b> |

These claims are approved for payment for the individual amounts indicated above (19 O.S. 1981, Section 326 and 19 O.S. supplement 1983, Section 215.37G).  
The district attorney is approving officer for expenditures for his/her office (19 O.S. 1981, Section 328).

## Board of County Commissioners

 .....  
Date

 .....  
Member

 Attest: .....  
County Clerk

 .....  
Member

\*\*\*\*\*End of Report\*\*\*\*\*

**TMAPC**  
**REQUEST FOR COUNTY COMMISSION ACTION**  
**April 25, 2019**

*For information Contact: Susan Miller, TMAPC, Two West Second, Suite 800, Tulsa, OK 74103 Telephone: 579-9470*

For County Commission Agenda: As appropriate

Subject: CZ-485

Applicant: Danielle Pennington  
13400 S 4230 RD  
Claremore, OK 74017  
660-973-5167  
6penningtons@gmail.com

BREWSTER, JEFFREY  
C/O VICKIE WASHBURN EXECUTRIX  
13100 EAST 101<sup>ST</sup> ST N  
OWASSO, OK

**SUMMARY**

*Location:* South of the southwest corner of East 106<sup>TH</sup> Street North and North 129<sup>th</sup> East Avenue

*Present Use:* vacant

*Proposed Use:* Gymnastics Facility

*Concept summary:* The request is to rezone approximately 2.51 acres from RE to CS to permit a Gymnastics Facility.

*Tract Size:* 2.51 ± acres

**TMAPC RECOMMENDATION**

On Meeting Date of April 3, 2019 TMAPC voted 7-1-0 to recommend that the County Commission **Approve** rezoning of 2.51 ± acres from RE to CS per staff recommendation.

*For County Commission Office Use:*

Date Received: \_\_\_\_\_ Approved: \_\_\_\_\_  
Agenda Date: \_\_\_\_\_ Resolution: \_\_\_\_\_

ON MOTION OF COMMISSIONER \_\_\_\_\_  
SECONDED BY COMMISSIONER \_\_\_\_\_  
AND UPON ROLL CALL CARRIED, THE FOLLOWING RESOLUTION WAS  
ADOPTED.

## RESOLUTION

No. \_\_\_\_\_

WHEREAS, pursuant to Title 19, Oklahoma Statutes, Section 863.13, et seq., the Board of County Commissioners is authorized to adopt regulations controlling the zoning of property within the unincorporated areas of Tulsa County; and

WHEREAS, on September 15, 1980, the Board of County Commissioners adopted regulations affecting the above referred to area; and

WHEREAS, Danielle Pennington applied to the Tulsa Metropolitan Area Planning Commission, Zoning Application Number CZ-485 for a change of zoning regulations on the following described tract:

**BEG 1315 S NEC NE TH W 415.08 S 263 E 415.08 N 263 TO BEG SEC 17-21-14, City of Tulsa, Tulsa County, State of Oklahoma**

from its present **RE** zoning district classification to **CS** zoning district classification; and

WHEREAS, public hearing, pursuant to law, was held April 3, 2019, by the Tulsa Metropolitan Area Planning Commission on the above application.

*NOW, THEREFORE, BE IT RESOLVED;*

- (1) That the application of CZ-485, dated February 14, 2019 is granted.*
- (2) That the zoning classification be changed to **CS** on the following described property:*

**BEG 1315 S NEC NE TH W 415.08 S 263 E 415.08 N 263 TO BEG SEC 17-21-14, City of Tulsa, Tulsa County, State of Oklahoma**

APPROVED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
OF TULSA COUNTY, OKLAHOMA

By \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk



Tulsa Metropolitan Area  
Planning Commission

**Case Number:** CZ-485

**Hearing Date:** April 3, 2019

**Case Report Prepared by:**

Jay Hoyt

**Owner and Applicant Information:**

*Applicant:* Danielle Pennington

*Property Owner:* BREWSTER, JEFFREY

**Location Map:**  
**(shown with County Commission Districts)**



**Applicant Proposal:**

*Present Use:* vacant

*Proposed Use:* Gymnastics Facility

*Concept summary:* Rezone from RE to CS to permit a Gymnastics Facility.

*Tract Size:* 2.51 ± acres

*Location:* South of the Southwest corner of East 106<sup>th</sup> Street North & North 129<sup>th</sup> East Avenue

**Zoning:**

*Existing Zoning:* RE

*Proposed Zoning:* CS

**Comprehensive Plan:**

*Land Use Map:* N/A

*Stability and Growth Map:* N/A

**Staff Recommendation:**

**Staff recommends approval.**

**Staff Data:**

TRS: 1417  
CZM: 12

**County Commission District:** 1

*Commissioner Name:* Stan Sallee

///

## **SECTION I: CZ-485**

**DEVELOPMENT CONCEPT:** The applicant proposes to rezone the subject lot from RE to CS to permit a Gymnastics Facility. The proposed use would fall under Use Unit 19. CS zoning is the least intense zoning that would allow this use by right.

### **EXHIBITS:**

- INCOG Case map
- INCOG Aerial (small scale)
- INCOG Aerial (large scale)
- Applicant Exhibits:
  - Preliminary Sketch Plans

### **DETAILED STAFF RECOMMENDATION:**

CZ-485 is non injurious to the existing proximate properties and;

CZ-485 is consistent with the anticipated future development pattern of the surrounding property therefore;

**Staff recommends Approval of CZ-485 to rezone the subject lot from RE to CS.**

## **SECTION II: Supporting Documentation**

### **RELATIONSHIP TO THE COMPREHENSIVE PLAN:**

*Staff Summary: This area is outside of the City of Tulsa Comprehensive Plan area. This site is located adjacent to the City of Owasso, and is within the Transitional Land Use category, which this proposal would be compatible with.*

### **Land Use Vision:**

*Land Use Plan map designation: N/A*

*Areas of Stability and Growth designation: N/A*

### **Transportation Vision:**

*Major Street and Highway Plan: N 129<sup>th</sup> St S is designated as a Secondary Arterial.*

*Trail System Master Plan Considerations: None*

*Small Area Plan: None*

*Special District Considerations: None*

*Historic Preservation Overlay: None*

### **DESCRIPTION OF EXISTING CONDITIONS:**

*Staff Summary: The site is flat, lightly forested and contains a single family dwelling.*

11.2

Environmental Considerations: None

Streets:

| <u>Exist. Access</u>      | <u>MSHP Design</u> | <u>MSHP R/W</u> | <u>Exist. # Lanes</u> |
|---------------------------|--------------------|-----------------|-----------------------|
| N 129 <sup>th</sup> E Ave | Secondary Arterial | 100 Feet        | 2                     |

Utilities:

The subject tract has municipal water available. Sewer to be provided by ODEQ approved septic system.

Surrounding Properties:

| <u>Location</u> | <u>Existing Zoning</u> | <u>Existing Land Use Designation</u> | <u>Area of Stability or Growth</u> | <u>Existing Use</u> |
|-----------------|------------------------|--------------------------------------|------------------------------------|---------------------|
| North           | RE                     | N/A                                  | N/A                                | Vacant              |
| South           | RE                     | N/A                                  | N/A                                | Vacant/Agricultural |
| East            | RE                     | N/A                                  | N/A                                | Single-Family       |
| West            | RE                     | N/A                                  | N/A                                | Single Family       |

### SECTION III: Relevant Zoning History

**History: CZ-485**

**ZONING ORDINANCE:** Resolution number 98254 dated September 15<sup>th</sup>, 1980 established zoning for the subject property.

***Subject Property:*** No relevant history

***Surrounding Property:***

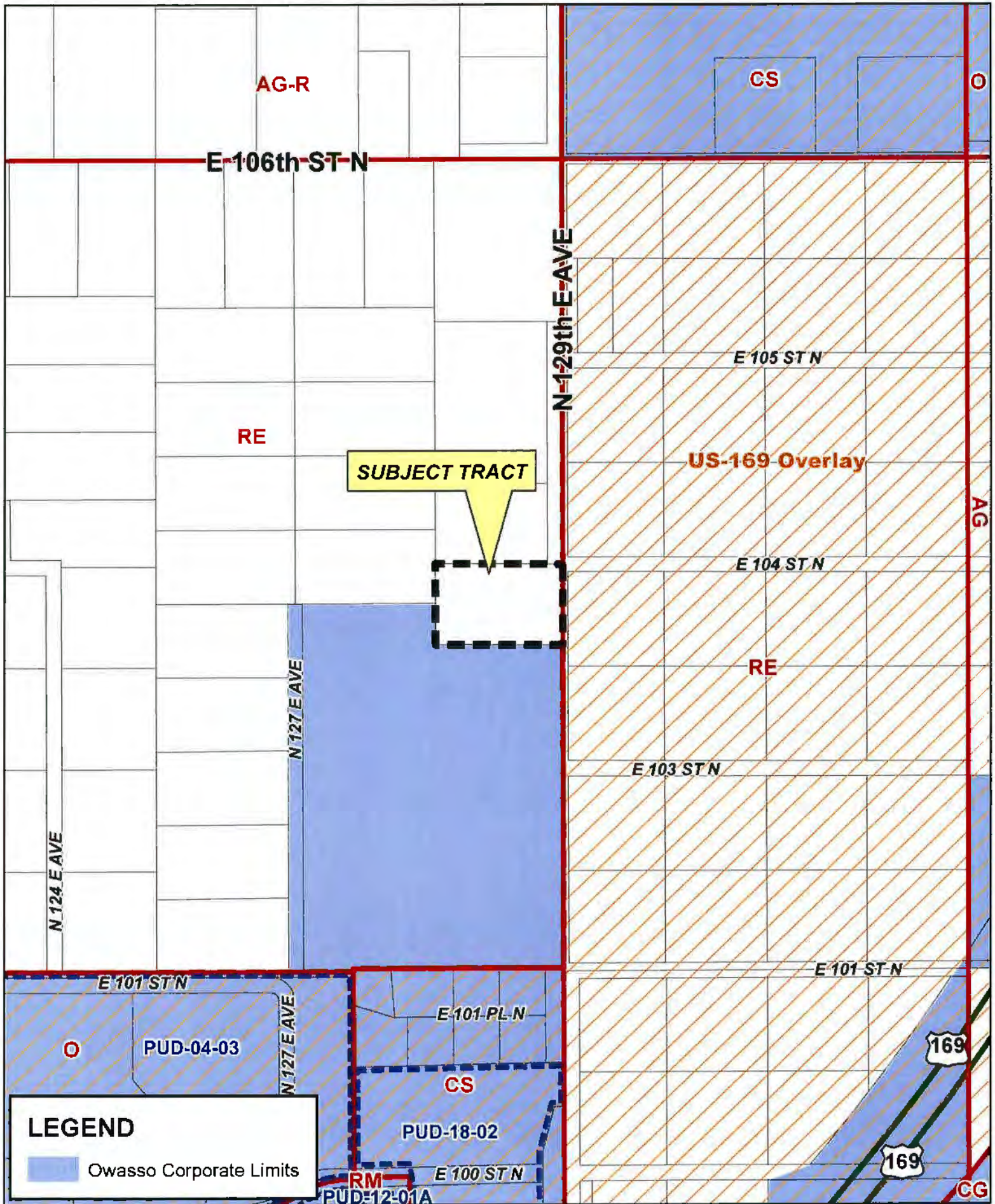
**CBOA-2017 January 2003:** The Board of Adjustment **approved** a *variance* to permit an accessory structure as a principal use with conditions, on property located West of the Northwest corner of East 106<sup>th</sup> Street North and North 129<sup>th</sup> East Avenue.

**CBOA-1217 December 1993:** The Board of Adjustment **approved** a *special exception* to permit church use in an RE zoned district, on property located South of the Southwest corner of East 106<sup>th</sup> Street North and North 129<sup>th</sup> East Avenue.

**BOA-7845 April 1973:** The Board of Adjustment approved a special exception to erect a church and parsonage per plot plan in an RS-1 District, on property located East of the Southeast corner of North 129<sup>th</sup> East Avenue and East 106<sup>th</sup> Street North.

11-3





CZ-485

21-14 17

11.4





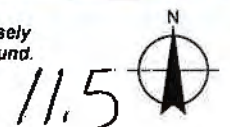
Subject  
Tract

**CZ-485**

21-14 17

Note: Graphic overlays may not precisely  
align with physical features on the ground.

Aerial Photo Date: February 2018







0 50 100  
Feet



Subject  
Tract

**CZ-485**

21-14 17

Note: Graphic overlays may not precisely  
align with physical features on the ground.

Aerial Photo Date: February 2018

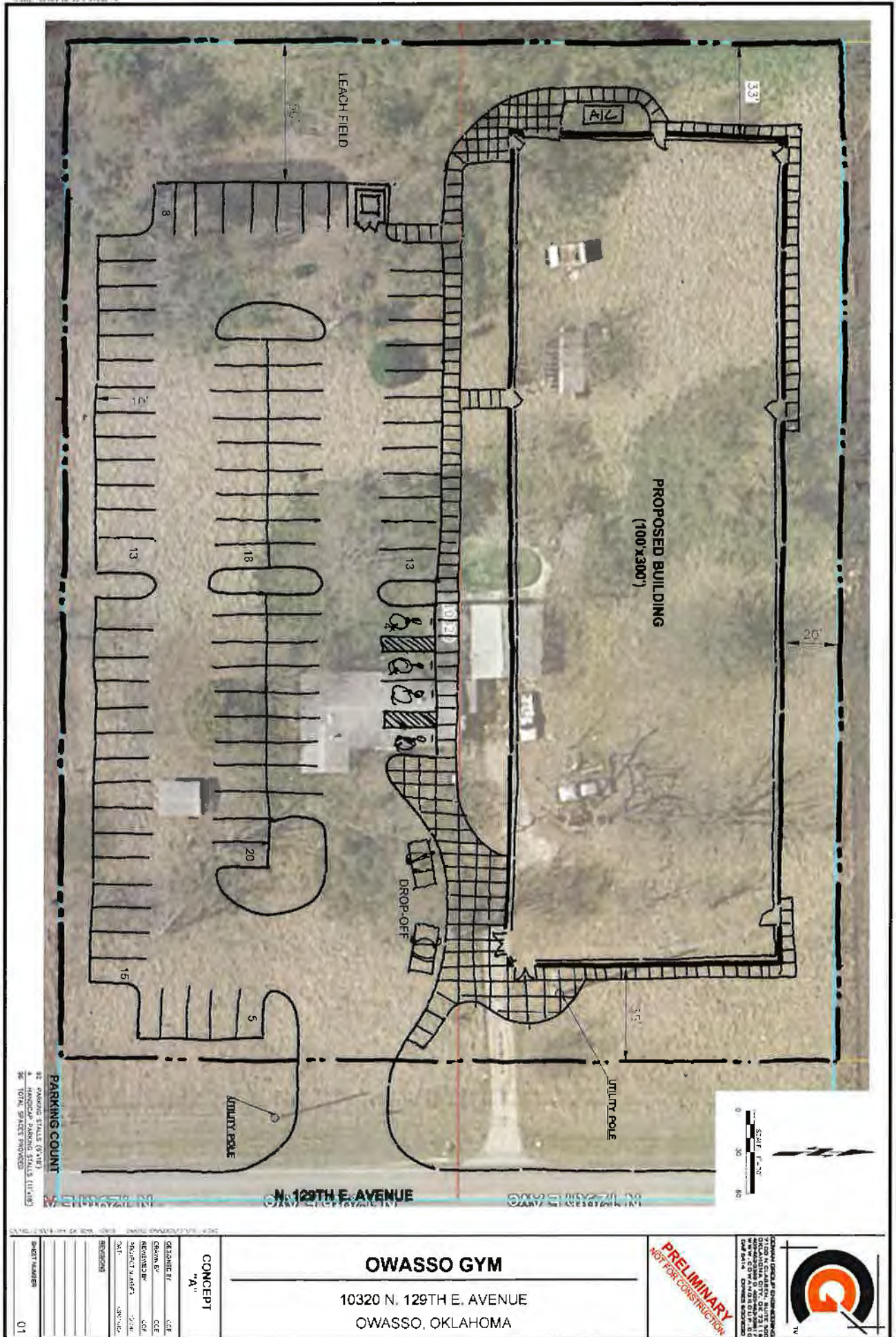
11.6





11.7

DATE: 11/17/2017 BY: J. L. HARRIS, P.E.



# OWASSO GYM

10320 N. 129TH E. AVENUE  
OWASSO, OKLAHOMA

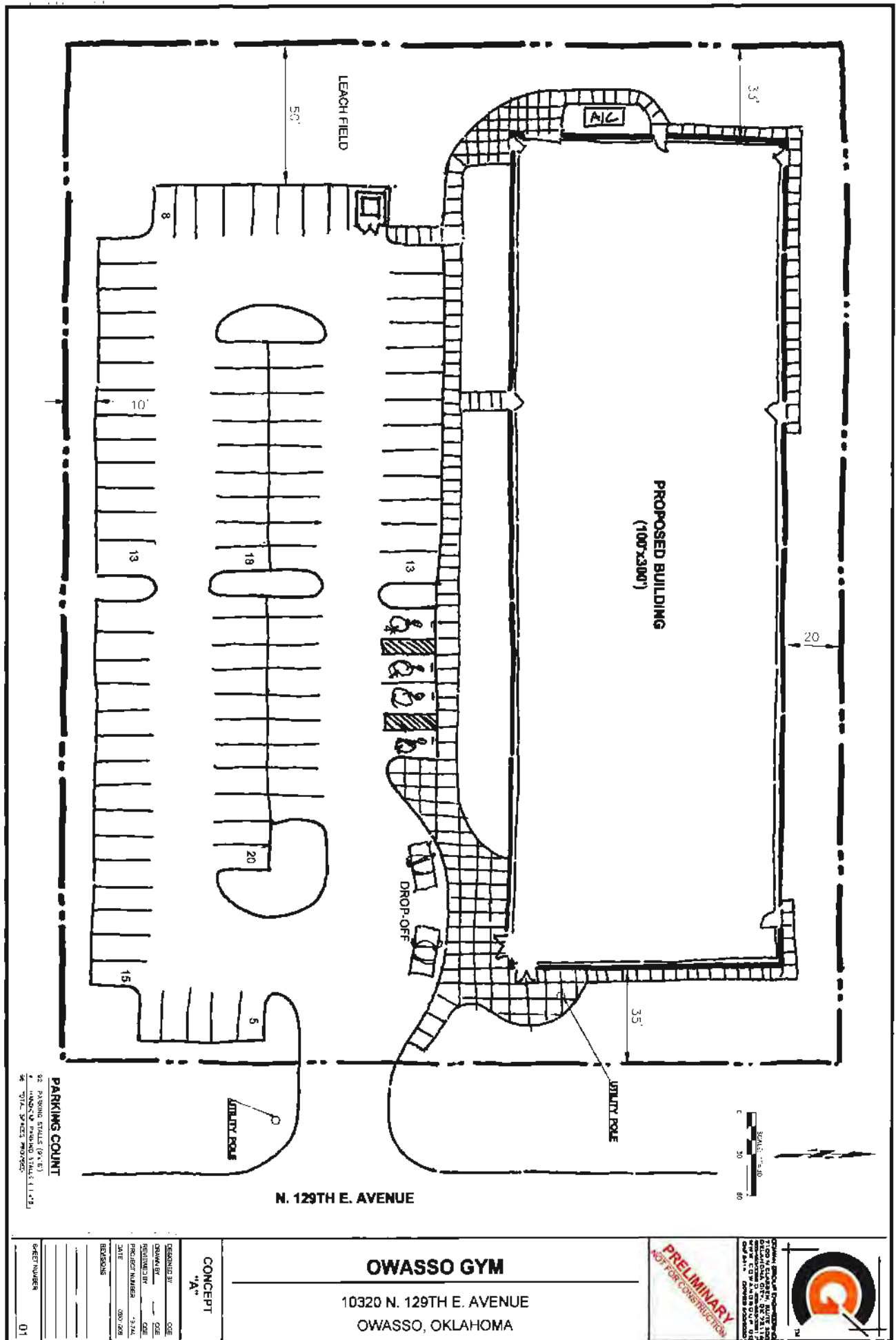
**PRELIMINARY**  
NOT FOR CONSTRUCTION

DESIGNED BY: J. L. HARRIS, P.E.  
DRAWN BY: J. L. HARRIS, P.E.  
CHECKED BY: J. L. HARRIS, P.E.  
PROJECT NO.: 17-01  
DATE: 11/17/2017



SHEET NUMBER  
01

11.8



# OWASSO GYM

10320 N. 129TH E. AVENUE  
OWASSO, OKLAHOMA

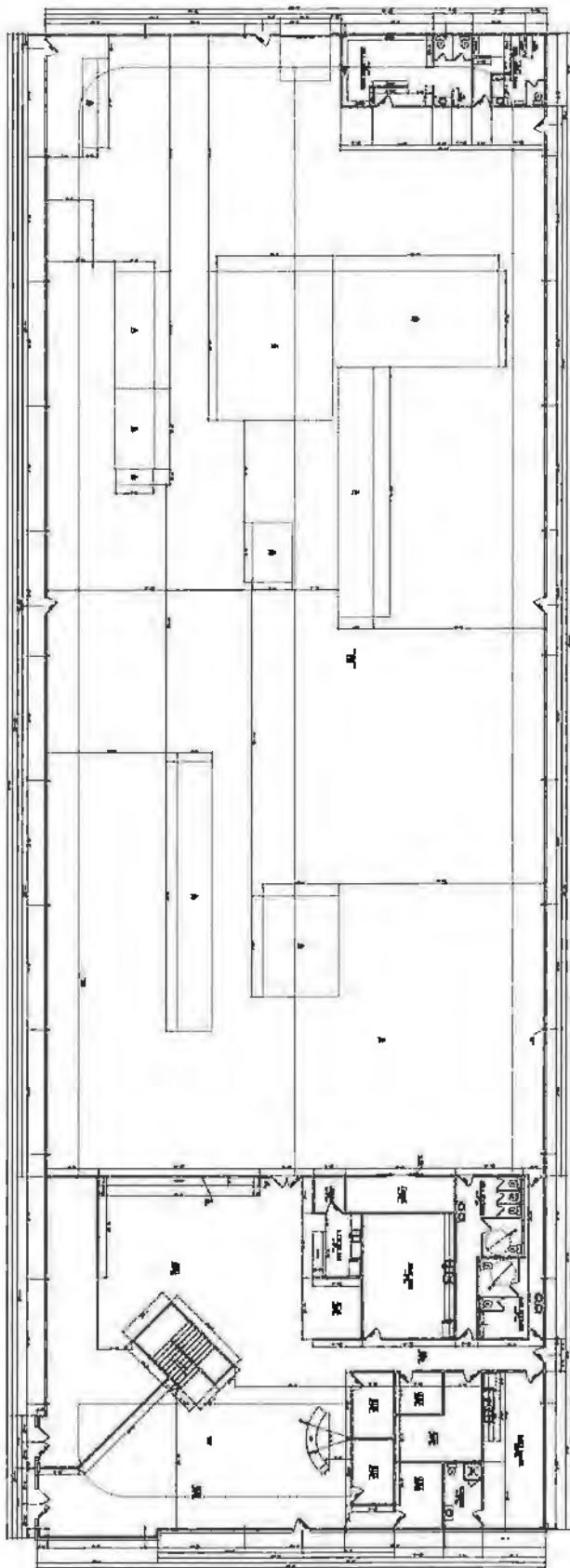
**PRELIMINARY**  
NOT FOR CONSTRUCTION

OWASSO GYM  
10320 N. 129TH E. AVENUE  
OWASSO, OKLAHOMA 74455  
OWNER: OWASSO GYM  
DATE: 08/11/11



|                |          |
|----------------|----------|
| DESIGNED BY    | CEE      |
| DRAWN BY       | CEE      |
| REVIEWED BY    | CEE      |
| PROJECT NUMBER | 129AL    |
| DATE           | 08/11/11 |
| REVISION       |          |
| SHEET NUMBER   | 01       |

11.9



FIRST FLOOR PLAN  
DATE: 07-11-09

| NO. | DATE     | BY | CHKD. | REVISION |
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OKLAHOMA ROYAL HOMES  
FLOOR PLAN  
Elite Xtreme

Plan Number  
01-42013

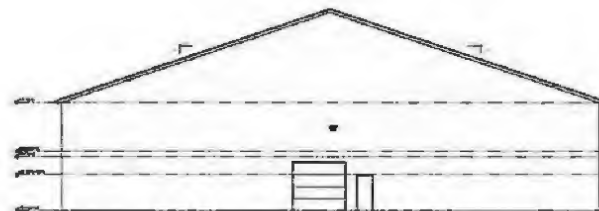
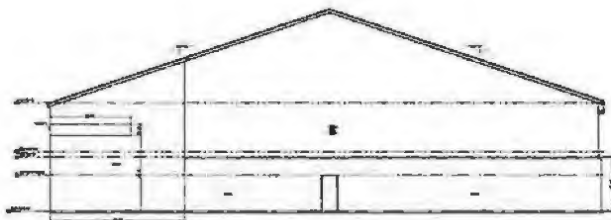
SHEET NO.

1

This architectural floor plan depicts a large, rectangular building. The left portion of the plan is dominated by a long, narrow hall with rounded ends, divided by a single vertical line. To the right of this hall is a more complex area containing several rooms of varying sizes. A prominent feature is a large room with a curved right wall. Adjacent to this are smaller rooms, some of which contain furniture like tables and chairs. A staircase is shown in the lower right quadrant of this service area. The entire plan is enclosed within a double-line border, with various dimension lines and small annotations throughout.

[illegible][illegible]





| SPRING 6, 2018: 6/1/18/2018 |              |             |
|-----------------------------|--------------|-------------|
| SESSION NUMBER              | SESSION DATE | SESSION SET |
| 1                           | 1/1/17/18    | 15          |
| 2                           | 1/2/17/18    | 16          |
| 3                           | 1/3/17/18    | 17          |
| 4                           | 1/4/17/18    | 18          |
| 5                           | 1/5/17/18    | 19          |

OKLAHOMA ROYAL HOMES  
ELEVATIONS  
Elite Xtreme

Plan Number  
20142C 9

SHEET No.

11. **CZ-485 Danielle Pennington** (County) Location: South of the southwest corner of East 106<sup>th</sup> Street North and North 129<sup>th</sup> East Avenue requesting rezoning from RE to CS

**STAFF RECOMMENDATION:**

**SECTION I: CZ-485**

**DEVELOPMENT CONCEPT:** The applicant proposes to rezone the subject lot from RE to CS to permit a Gymnastics Facility. The proposed use would fall under Use Unit 19. CS zoning is the least intense zoning that would allow this use by right.

**DETAILED STAFF RECOMMENDATION:**

CZ-485 is non injurious to the existing proximate properties and;

CZ-485 is consistent with the anticipated future development pattern of the surrounding property therefore;

**Staff recommends Approval of CZ-485 to rezone the subject lot from RE to CS.**

**SECTION II: Supporting Documentation**

**RELATIONSHIP TO THE COMPREHENSIVE PLAN:**

*Staff Summary: This area is outside of the City of Tulsa Comprehensive Plan area. This site is located adjacent to the City of Owasso, and is within the Transitional Land Use category, which this proposal would be compatible with.*

**Land Use Vision:**

*Land Use Plan map designation: N/A*

*Areas of Stability and Growth designation: N/A*

**Transportation Vision:**

*Major Street and Highway Plan: N 129<sup>th</sup> St S is designated as a Secondary Arterial.*

*Trail System Master Plan Considerations: None*

Small Area Plan: None

Special District Considerations: None

Historic Preservation Overlay: None

DESCRIPTION OF EXISTING CONDITIONS:

*Staff Summary: The site is flat, lightly forested and contains a single family dwelling.*

Environmental Considerations: None

Streets:

| <u>Exist. Access</u>      | <u>MSHP Design</u> | <u>MSHP R/W</u> | <u>Exist. # Lanes</u> |
|---------------------------|--------------------|-----------------|-----------------------|
| N 129 <sup>th</sup> E Ave | Secondary Arterial | 100 Feet        | 2                     |

Utilities:

The subject tract has municipal water available. Sewer to be provided by ODEQ approved septic system.

Surrounding Properties:

| <b>Location</b> | <b>Existing Zoning</b> | <b>Existing Land Use Designation</b> | <b>Area of Stability or Growth</b> | <b>Existing Use</b> |
|-----------------|------------------------|--------------------------------------|------------------------------------|---------------------|
| North           | RE                     | N/A                                  | N/A                                | Vacant              |
| South           | RE                     | N/A                                  | N/A                                | Vacant/Agricultural |
| East            | RE                     | N/A                                  | N/A                                | Single-Family       |
| West            | RE                     | N/A                                  | N/A                                | Single Family       |

**SECTION III: Relevant Zoning History**

**History: CZ-485**

**ZONING ORDINANCE:** Resolution number 98254 dated September 15<sup>th</sup>, 1980 established zoning for the subject property.

***Subject Property:*** No relevant history

***Surrounding Property:***



**CBOA-2017 January 2003:** The Board of Adjustment approved a *variance* to permit an accessory structure as a principal use with conditions, on property located West of the Northwest corner of East 106<sup>th</sup> Street North and North 129<sup>th</sup> East Avenue.

**CBOA-1217 December 1993:** The Board of Adjustment approved a *special exception* to permit church use in an RE zoned district, on property located South of the Southwest corner of East 106<sup>th</sup> Street North and North 129<sup>th</sup> East Avenue.

**BOA-7845 April 1973:** The Board of Adjustment approved a special exception to erect a church and parsonage per plot plan in an RS-1 District, on property located East of the Southeast corner of North 129<sup>th</sup> East Avenue and East 106<sup>th</sup> Street North.

**TMAPC Comments:**

Mr. Covey asked if the staff recommendation included the comments from a letter that Owasso planner Morgan Pemberton sent to TMAPC.

Staff answered “no”, that the staff recommendation went out before receiving the letter from Owasso but staff has spoken with Ms. Pemberton and they are not opposed to this application. Staff believes the proposed development is a good transition between the offices and churches currently in the area.

Mr. Ray asked staff if the recommendation from Ms. Pemberton would be included in the approval process today or would that need to be added to a motion.

Mr. Covey stated the comments from Owasso asked that at the time of the platting process they would ask that 50' of right-of-way and a 17.5' utility easement be dedicated to the City of Owasso.

Staff stated that would be addressed during the platting process and is not a part of the rezoning.

Mr. Covey stated Ms. Pemberton also asked that a row of street trees and/or a row of shrubs be required to be planted along the property's frontage on N 129<sup>th</sup> E Ave. and that a landscape plan be submitted for review and comment prior to a building permit being issued.

Staff stated in the County there are no landscaping provisions so the only way to add the landscaping is through a Planned Unit Development and staff felt for this particular use that was more than that site needed.

**The applicant indicated his agreement with staff's recommendation.**

**There were no interested parties wishing to speak.**

**TMAPC Action; 8 members present:**

On **MOTION** of **MILLIKIN**, TMAPC voted **7-1-0** (Covey, Doctor, Fothergill, Millikin, Ritchey, Shivel, Van Cleave, "aye"; Ray, "nays"; none "abstaining"; McArtor, Reeds, Walker, "absent") to recommend **APPROVAL** of the CS zoning for CZ-485 per staff recommendation.

**Legal Description CZ-485:**

BEG 1315 S NEC NE TH W 415.08 S 263 E 415.08 N 263 TO BEG SEC 17-21-14, ,  
City of Tulsa, Tulsa County, State of Oklahoma

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6. **ZCA-13**, amendments to the Tulsa Zoning Code, Title 42 Tulsa Revised Ordinances, to provide for principal and accessory short-term rental uses, to identify zoning districts in which such uses are permitted, and to establish supplemental use regulations for such uses. (Continued from March 6<sup>th</sup>, 2019)

**STAFF RECOMMENDATION:**

**Item**

Consider amendments to the Tulsa Zoning Code, Title 42 Tulsa Revised Ordinances, to provide for principal and accessory short-term rental uses, to identify zoning districts in which such uses are permitted, and to establish supplemental use regulations for such uses.

**Background**

Over the past few years, the City of Tulsa has seen a significant increase in residential properties being rented on a short-term basis. Typically, the residence is marketed through an online platform, such as AirBnB or VRBO (Vacation Rental by Owner), and accommodates guests for periods of time less than 30 days.

The City of Tulsa Zoning Code currently classifies any property being rented for less than 30 days as "Lodging". Within the "Lodging" use category there are a number of subcategories such as hotels, campgrounds, and bed and breakfasts. The current City interpretation is that all short-term rentals shall be classified as bed and breakfasts. Bed and breakfasts require special exception approval by the City Board of Adjustment (BOA) when they are situated in residentially zoned areas.

Short-term rentals come in a variety of forms that the current zoning code language does not address. The intent of this amendment would be to provide clarification as to how short-term rentals are classified and to apply additional regulations and requirements for property owners who wish to operate within residential areas. In the past couple of years, there have been multiple cases presented to the BOA for this use. Of those cases, 16 were approved, 6 were denied and 5 were withdrawn. Due to the controversial nature of some of these