

AGENDA
BOARD OF COUNTY COMMISSIONERS
MONDAY, JULY 1, 2019
RAY JORDAN TULSA COUNTY ADMINISTRATION BUILDING
500 S. DENVER, TULSA, OKLAHOMA
ROOM 119 - 9:30 AM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. 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

IV. MINUTES

A. Board of County Commissioner's Meeting of June 24, 2019

V. REPORTS

A. Annual Inventory Certification - District Attorney

VI. UNFINISHED BUSINESS

A. Bid Openings:

1. Board of County Commissioners - "HQ" Building Centrifugal Chiller Upgrade
2. Engineers - County Property Located at 6010 North Rockford in Turley, OK
3. TC Departments - Vehicle Lubricants and Antifreeze

B. Amendments - Sheriff:

1. #2 to the Lease Agreement with JBC Properties Investments 5
2. #6 to the Agreement with Turn Key Health Clinics, LLC

C. Change Orders - Board of County Commissioners:

1. #1 to the Award for Hollow Metal Doors and Frames to Builders Supply, Inc., for the Tulsa County "HQ" Administration Building Renovations
2. #1 to the Award for Wood Doors to PDI Door & Hardware, LLC dba Precision Door & Hardware for the Tulsa County "HQ" Administration Building Renovations
3. #9 to the Agreement with Crossland Construction Company, Inc., for the Construction of the Family Center for Juvenile Justice

D. Agreement Renewal - (Parks) - Tulsa Little League

VII. ACTION ITEMS

A. Gasoline & Diesel Fuel Quotes

- B. Documents for Sale of County Property - Treasurer:
 - 1. Parcel #40875-02-13-11090, LOT 18 BLK 3, SUBURBAN ACRES FOURTH ADDN
 - 2. Parcel #53775-02-02-00130, LT 13 BLK 1, NORTHGATE ADDN
 - 3. Parcel #53825-02-02-01890, LT 13 BLK 6, NORTHGATE SECOND ADDN
- C. Requests for Approval:
 - 1. Board of County Commissioners:
 - a. Notice to Proceed to Southeast Tulsa Construction, Inc. for Construction of the Tulsa County Election Board Storage Building
 - b. for Owner Authorization for Warranty Work to Carlisle Roofing Systems for Ray Jordan Administration Building Roof
 - 2. Building Operations - to Renew Shawn Davies Mechanical Journeyman License
- D. Resolutions:
 - 1. Assessor - to Remove Patrick Milton as Requesting Officer
 - 2. Drainage District #12 - to Strike Assessment from the 2018 Tax Roll - (2)
 - 3. Engineers - Authorizing the Filing of Northern Territory Amended Subdivision Plat
 - 4. IT - to Remove Thora Cohea as Requisitioning and Receiving Officer
 - 5. TC Industrial Authority - Projects Agreements - (7)
 - 6. TC Public Facilities Authority - Projects Agreement
- E. Agreements:
 - 1. Administrative Services - ImageNet Consulting, LLC:
 - a. for One Year Extended Warranty for Equipment Lease
 - b. for Equipment Lease and Service Agreement for Equipment for the Sheriff's Office at the Faulkner Building
 - 2. Assessor - Cox Media Group - for Booth Rental at Home and Garden Expo of Oklahoma Show
 - 3. Board of County Commissioners:
 - a. Alternative Dispute Resolution System of the State of Oklahoma - to Provide Partial State Funding for the Operation of Dispute Mediation Program known as Early Settlement Tulsa Mediation Program
 - b. Program Management Group, LLC - for Program Management of the Vision Tulsa Program
 - c. Program Management Group, LLC - for Program Management of the Vision 2025 Program
 - 4. Inspections - Dude Solutions - for Subscription for Inspecting Code Enforcement
 - 5. Juvenile Bureau - Sheriff - for the Tulsa Area Community Intervention Center
 - 6. Parks:
 - a. Aileen Powers - for Belly Dance Classes at LaFortune Park
 - b. Amber Chong - for Bricks 4 Kidz Robotics Classes at Bixby Community Center and LaFortune Park - (2)
 - c. Broadcast Music, Inc. - for Music Performance License
 - d. Christy Hays - for Zumba Classes at LaFortune Park
 - e. Cliffann Ferguson - for Arts & Crafts Classes at LaFortune Park
 - f. Diana Emerson - for Sign Language Classes at LaFortune Park
 - g. Emily Wright - for Knock Out Lymphoma Fundraising Events at Haikey Creek - (5)
 - h. Eudomar Rivera - for Karate Classes at LaFortune Park
 - i. Ginny Sain - for Home School Theatre Classes at LaFortune Park

- j. Guy R. Lozier - for Painting Classes at Bixby Community Center
 - k. Jeni Teagarden - for Team USA Self-Defense Classes at LaFortune Park
 - l. Joe Spring - for Martial Arts and Boxing at Bixby Community Center
 - m. Joyce Gossom - for Tai Chi Classes at LaFortune Park
 - n. Laura Heaver - for Clogging Classes at LaFortune Park
 - o. Laura Teal - for Tippi Toes Dance Classes at Bixby Community Center & LaFortune Park - (2)
 - p. Nathan Sanders - for Guitar Music Classes at Bixby Community Center & LaFortune Park - (2)
 - q. Push Pedal Pull - for Maintenance on Exercise Equipment
 - r. Sunny Ray - for Yoga Classes at LaFortune Park
 - s. Tinkergarten - for Nature Play at Haikey Creek Park
 - t. Tulsa Crop Hunger Walk - for Walking Event at LaFortune Park on 10/6/19
 - u. Tulsa Sports and Events - for Softball/Kickball & Flag Football Events at Haikey Creek Soccer and Softball Fields - (2)
- 7. Sheriff - Idemia Identity & Security USA, LLC - for Extension of Maintenance & Support Agreement
- F. Agreement Renewals:
 - 1. County Clerk - Tyler Technologies, Inc.
 - 2. Sheriff:
 - a. Advance Alarms - (11)
 - b. Brewster & De Angelis P.L.L.C. - (6)
 - c. Ergometrics & Applied Personnel Research, Inc.
 - d. FOP Credit Union
 - e. Hall, Estill, Hardwick, Gable, Golden & Nelson, P.C.
 - f. ImageNet Consulting, LLC - (15)
 - 3. Social Services - CC Health
- G. Request to Advertise for Bids
 - 1. TC Departments - Compressed Gases and Medical Gases
Bids 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. Juvenile Bureau
 - 2. Sheriff
- I. Sole Sources:
 - 1. CC Health - Oticon, Inc.
 - 2. Highways - P&K Equipment
- J. Utility Permits - Engineers:
 - 1. Oklahoma Natural Gas Company, a division of ONEOK, Inc. - (3)
 - 2. Washington County RWD #3
- K. Travel/Training - OSU Extension - (8)
- L. Personnel Actions:
 - 1. Administrative Services
 - 2. Board of County Commissioners
 - 3. Election Board
 - 4. Parks
- M. Juvenile Bureau Personnel Actions to Accept & File

- N. CC Health Department Documents to Accept & File:
 - 1. Agreements:
 - a. Storage Plus/5R, Inc.
 - b. Getty Images, Inc.
 - c. Woodland Hills Mall, LLC
 - 2. Personnel Actions
 - 3. Travel/Training
- O. Claims to be Disallowed (payments cancelled as of 6/24-28/19)
- P. Claims (payments for bills to be paid by 6/17-21/19)
- Q. Blanket Purchase Orders and Emergency Purchase Orders Submitted from 6/24-28/19
- R. Executive Session - (District Attorney) - Requested by Nolan Fields
Pursuant to Title 25 O.S. § 307(B)(4) for the purpose of confidential communications between the BOCC and its attorney concerning possible official action regarding a pending suit, to-wit: Case no. 19-cv-00318-JED-JFJ, *Lee v. Turn Key Health Clinics, LLC, et al.*, pending in the North District of Oklahoma, disclosure of the details of which its attorney advises would seriously impair the ability of the Board to proceed in the public interest
- S. Discussion and Possible Action Regarding Executive Session Item

VIII. 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

IX. ADJOURN

(Agenda of meeting was posted in the central and outside lobby of the Ray Jordan Tulsa County Administration Building on June 20, 2019 at 4:58 p.m.)

MINUTES
Monday, June 24, 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 17, 2019. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

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

1. Board of County Commissioners (Clerk's Misc. File No. 248177)
2. Building Operations (Clerk's Misc. File No. 248178)
3. Court Clerk (Clerk's Misc. File No. 248179)
4. Court Services (Clerk's Misc. File No. 248180)
5. Drainage District #12 (Clerk's Misc. File No. 248181)
6. Engineers (Clerk's Misc. File No. 248182)
7. Highway Construction (Clerk's Misc. File No. 248183)
8. Highway District 1 (Clerk's Misc. File No. 248184)
9. Highway District 2 (Clerk's Misc. File No. 248185)
10. Highway District 3 (Clerk's Misc. File No. 248186)
11. Human Resources (Clerk's Misc. File No. 248187)
12. IT (Clerk's Misc. File No. 248188)
13. Juvenile Bureau (Clerk's Misc. File No. 248189)
14. OSU Extension (Clerk's Misc. File No. 248190)
15. Parks (Clerk's Misc. File No. 248191)
16. Public Defender (Clerk's Misc. File No. 248192)
17. Sheriff (Clerk's Misc. File No. 248193)
18. Social Services (Clerk's Misc. File No. 248194)

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

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

1. Sheriff - Video Visitation Services for the David L. Moss (DLM) Criminal Justice Center - to 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., the highest ranked proposal which best meets the needs and expectations of the Sheriff's Office (Clerk's Misc. File No. 248195)
2. TC Departments - Agricultural Supplies - to Helena Agri-Enterprises, LLC, Simplot Partners and Winfield Solutions, LLC, the lowest on the majority of the items and best overall bids received respectively on a per line item basis that 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 a three month period beginning 7/1/19 (Clerk's Misc. File No. 248196)

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 Addendum from the Assessor, for renewal of the end user license agreement with J. Wayne Moore PHD, LLC, for parcel license fee, total improved parcel count of 225,866 at \$.10 per parcel; cost of \$22,586.60. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248197)

Moved by Peters, seconded by Sallee, to approve Addendum #1 from the Board of County Commissioners, to the Notice to Bidders for the "HQ" Building Centrifugal Chiller Upgrade, set to open on 7/1/19 at 9:30 a.m. and bids to be received by 4:00 p.m. on 6/28/19, to provide responses to vendor submitted questions. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248198)

Moved by Sallee, seconded by Peters, to approve Addendum #1 from TC Departments to the Notice to Bidders for Vehicle Lubricants and Antifreeze set to open 7/1/19 with bids to be received by 4:00 p.m. on 6/28/19, to provide answers to vendor questions and clarify the length of the bid award. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248199)

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the Amendment to the agreement from Court Services with Alcohol Monitoring Systems, Inc., to Schedule C and extension of the agency products and services agreement. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248200)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the agreement renewal from Juvenile Bureau with Sealander Brokerage Ltd, for renewal of CMF #248201 for FY 2019-2020. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248201)

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, Amendment #1 from Parks to the agreement for Tennis Professional Management Agreement with M&M Tennis, LLC, CMF #245217, 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) with seventy thousand (\$70,000). All other terms conditions and provisions of the agreement remain in effect and are unchanged by this amendment and this amendment also serves as renewal of agreement for FY 2019-2020. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248202)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the following Amendments #1 from TC Departments:

1. to the award for Chevrolet and GMC Auto Parts to Bob Howard Parts Distribution and Marc Miller Buick GMC, CMF #245463, to renew the award for one year beginning 7/29/19 with no changes to pricing or terms of the bid (Clerk's Misc. File No. 248203)
2. to the award for Fire Protection Equipment, Maintenance and Repair to Precision Fire Protection, CMF #245264, to renew the award for one year beginning 7/27/19 with no changes to pricing or terms of the bid (Clerk's Misc. File No. 248205)
3. to the award for Septic Tank Service to Davis Environmental Pumping, CMF #245462, to renew the award for one year beginning 7/30/19 with no changes to pricing or terms of the bid (Clerk's Misc. File No. 248204)

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 #2 from TC Departments to the award for Restaurant, Kitchen and Concessionary Supplies to Ben E. Keith, CMF #247293, to incorporate additional items used on a regular basis to the current award. All other pricing and specifications will remain the same. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248206)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, Change Order #3 from Parks, to the Agreement with Tri-Star Construction, LLC for the LaFortune Park Trail, CMF #245581, to add removal of fence, construction of fence, removal of concrete, construction of mow strip and modification of the bridge pipe railing retrofit. The total cost is \$8,638.35 with a new total contract sum of \$1,491,600.14. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248207)

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the agreement from the Board of County Commissioners with Department of the Army, for design for the Arkansas River Corridor Ecosystem Restoration Project. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248208)

Moved by Sallee, seconded by Peters, 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 Peters, seconded by Sallee, to approve the gasoline and diesel fuel quotes for the week ending 7/1/19. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248209)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the request from INCOG for Proposal Acceptance Recommendation for HOME Consortium FY 2018 Rental Housing to Nehemiah Community Development Corporation in the amount of \$430,000, to assist in the construction of seven units in Phase 2 of Cottages on 6th Street in Bartlesville, with a HOME investment of \$61,428 per unit. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248210)

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the resolution from the Election Board to designate Thora Cohea as an additional Requisitioning Officer. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248211)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Commission, the resolution from Engineers to renew the following lease agreements with ODOT through the County Road Machinery and Equipment Revolving Fund and insurance verification on the following pieces of equipment for FY 2019-2020: 720013, 99-2453; 720014, 99-2517; 720015, 99-2521; and 720016, 99-2582. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248212)

Moved by Peters, seconded by Sallee, to approve and authorize execution, as needed, for the following agreements:

1. Board of County Commissioners:
 - a. Interior Concepts, Inc. - for trade contractor agreement for flooring for Tulsa County "HQ" Administration Building Renovations (Clerk's Misc. File No. 248213)
 - b. Board of County Commissioners - Overhead Door Company of Tulsa, Inc. - for trade contractor agreement for overhead doors for Tulsa County "HQ" Administration Building Renovations (Clerk's Misc. File No. 248214)
2. Building Operations - Conley Group, Inc. - proposal to provide consulting services for the Tulsa County Garage Roof Replacement (Clerk's Misc. File No. 248215)
3. Highways:
 - a. 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 (Clerk's Misc. File No. 248216)
- b. Xerox Corporation - for lease of copiers B405DN, Serial Numbers 9HB348123 (Forman), 9HB348203 (Parts Room), and 9HB348121 (Sign Shop), located at Highway Construction Office, 6633 North 115th East Avenue, Owasso, OK 74055 for FY 2019-2020 (Clerk's Misc. File No. 248217)
- 4. Human Resources:
 - a. EZSHIELD, Inc., dba IDENTITYFORCE - benefit service agreement for identity theft protection services for FY 2019-2020 (Clerk's Misc. File No. 248218)
 - b. MDLive, Inc. - for Telemedicine and Telehealth Services for FY 2019-2020 (Clerk's Misc. File No. 248219)
- 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 (Clerk's Misc. File No. 248220)
 - 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 (Clerk's Misc. File No. 248221)
 - c. CoxCom, LLC, Cox Oklahoma Telecom, LLC - for commercial telephone services at the New Family Center for Juvenile Justice (Clerk's Misc. File No. 248222)
 - d. Idemia Identity & Security USA, LLC - for maintenance and support of LiveScan System and Tenprint Card Printer for FY 2019-2020; cost of \$8,223 (Clerk's Misc. File No. 248223)
- 6. Parks:
 - a. Lavon Clark dba Curbside Vending - to provide all snack and 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) (Clerk's Misc. File No. 248224)
 - b. Transfund - merchant agreement for electronic draft capture services (Clerk's Misc. File No. 248225)

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 agreement renewals for FY 2019-2020:

- 1. Assessor - CoStar Realty Information, Inc. - for renewal of CMF #245224 (Clerk's Misc. File No. 248226)
- 2. Board of County Commissioners - Lamar Companies - for renewal of CMF #244837 (Clerk's Misc. File No. 248227)
- 3. INCOG:
 - a. City of Bixby - for renewal of CMF #244980 (Clerk's Misc. File No. 248228)
 - b. City of Bixby - for renewal of CMF #244981 (Clerk's Misc. File No. 248229)
 - c. City of Bixby - for renewal of CMF #244982 (Clerk's Misc. File No. 248230)
 - d. City of Bixby - for renewal of CMF #246553 (Clerk's Misc. File No. 248231)
 - e. City of Broken Arrow - for renewal of CMF #246094 (Clerk's Misc. File No. 248232)
 - f. City of Sand Springs - for renewal of CMF #246202 (Clerk's Misc. File No. 248233)
 - g. City of Sapulpa - for renewal of CMF #246826 (Clerk's Misc. File No. 248234)
 - h. Town of Sperry - for renewal of CMF #244987 (Clerk's Misc. File No. 248235)
- 4. IT - OneNet - for renewal of CMF #245305 (Clerk's Misc. File No. 248236)
- 5. Parks:
 - a. ARENASERVE, LLC - for renewal of CMF #246036 (Clerk's Misc. File No. 248237)
 - b. BOKF, NA dba Bank of Oklahoma - for renewal of CMF #244838 (Clerk's Misc. File No. 248238)
 - c. Bixby Area Rotors - for renewal of CMF #244839 (Clerk's Misc. File No. 248239)
 - d. Bridges Foundation - for renewal of CMF #245087 (Clerk's Misc. File No. 248240)

- e. City of Glenpool and South County Soccer Club - for renewal of CMF #245678 (Clerk's Misc. File No. 248241)
- f. City of Glenpool and Lance & Michelle Cole - for renewal of CMF #245703 (Clerk's Misc. File No. 248242)
- g. Pepsi - for renewal of CMF #245088 (Clerk's Misc. File No. 248243)
- 6. Social Services:
 - a. Community Service Council of Greater Tulsa - for renewal of CMF #241824 (Clerk's Misc. File No. 248244)
 - b. Douglas W. Holte, MD - for renewal of CMF #245231 (Clerk's Misc. File No. 248245)

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

Moved by Peters, seconded by Sallee, to approve the Request to Advertise for Qualifications from the Juvenile Bureau for 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. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248246)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the following inventory resolutions, details available in the office of the County Clerk:

- 1. Court Clerk – junked (Clerk's Misc. File No. 248247)
- 2. District Attorney:
 - a. junked (Clerk's Misc. File No. 248248)
 - b. junked (Clerk's Misc. File No. 248249)
 - c. junked (Clerk's Misc. File No. 248250)
- 3. OSU Extension:
 - a. lost (Clerk's Misc. File No. 248251)
 - b. junked (Clerk's Misc. File No. 248252)

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. Engineers - Advanced Drainage Systems - for HP Storm pipe for the gravity flow conveyance applications (Clerk's Misc. File No. 248253)
- 2. IT - Episerver, Inc. - for the CMS400 Net Professional Software upgrades and maintenance (Clerk's Misc. File No. 248254)

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 utility permit from Engineers to Oklahoma Natural Gas Company, a Division of ONEOK, Inc., to cross E. 126th St. N. +/- 2.20 miles W. & 1.01 miles N. of the US Hwy 169 & ST Hwy 20 junction and further described as 1,621' E. of the SW/NW Corner of

Section 31/6, Township 22/21N, Range 14E by boring for 6" natural gas pipeline. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248255)

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

1. Board of County Commissioners - Mike Craddock to Summer ACCO Conference from 7/31-8/1/19 in Norman, OK; cost of \$400 (Clerk's Misc. File No. 248256)
2. OSU Extension:
 - a. Michelle Bonicelli to OHCE State Meeting from 7/7-9/19 in OKC, OK; cost of \$575 (Clerk's Misc. File No. 248257)
 - b. Michelle Bonicelli to OHCE Leader Lesson Planning on 7/24/19 in Claremore, OK; cost of \$30 (Clerk's Misc. File No. 248258)
 - c. Lisa Nicholson to State 4-H Round-Up from 6/24-29/19 in Stillwater, OK; cost of \$265 (Clerk's Misc. File No. 248259)
 - d. Lisa Nicholson to OAE4 - HA Annual Conference from 7/31-8/2/19 in Sulphur, OK; cost of \$425 (Clerk's Misc. File No. 248260)

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

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

Building Operations

Belding, Daniel - End Intermittent FMLA - 6/18/19
Belding, Daniel - Death - 6/18/19
Young, Brian - Discharge - 6/19/19
(Clerk's Misc. File No. 248261)

Court Services

Simmons, Billie - New Hire - \$2,173.21 - 6/10/19
Sparks, Matthew - New Hire - \$2,885.68 - 6/10/19
(Clerk's Misc. File No. 248262)

Election Board

Cohea, Thora - Lateral Transfer - \$4,612.99 - 7/1/19
Dodd, Elaine - Reclassification - \$11.00/hr. - 7/1/19
Breedlove, Lisa Christie - Termination - 7/1/19
(Clerk's Misc. File No. 248263)

Highways

Soto, Gustavo - Transfer to District 3 - \$4,445.17 - 6/1/19
Sim, Sean - Seasonal Hire - \$14.00/hr. - 6/18/19
Murray, Royal Donald - Begin Military Leave w/pay - \$3,836.99 - 6/5/19
Murray, Royal Donald - End Military Leave w/pay - \$3,836.99 - 6/9/19
Hayes, Bobby - 20% Increase - \$4,249.26 - 7/1/19
Kelly, Jerrod - 10% Increase - \$2,831.40 - 7/1/19
Marshall, Karen - 4% Increase - \$3,016.69 - 7/1/19
(Clerk's Misc. File No. 248264)

IT

Cohea, Thora - Transfer to Election Board - 7/1/19
(Clerk's Misc. File No. 248265)

Parks

Kupiec, Cassidy - Part Time - \$7.50/hr. - 6/14/19
Morgan, Cameron - Pay Increase - \$8.50/hr. - 5/25/19
York, Payton - Regular - \$1,870.27 - 6/17/19
Mills, Randall - Resignation - 6/17/19
Stottlemire, Douglas - Resignation - 5/24/19
Abbet, Sara - Correction - \$11.00/hr. - 5/1/19
Walker, Kiontay - Pay Increase - \$8.00/hr. - 6/22/19

Lee, Janet - Intermittent FMLA w/o pay - 6/24/19
Mawdsley, Lance - Termination - 6/17/19
Meyers, Bryan - Part Time - \$10.00/hr. - 6/19/19
(Clerk's Misc. File No. 248266)

Social Services

Longley, Sharon L. - Termination - 6/14/19
(Clerk's Misc. File No. 248267)

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

Personnel Actions:

Hutton, Michael - Transfer/Change Org. to 260039000-505030 - \$12.54/hr. - 6/15/19
(Clerk's Misc. File No. 248273)

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. Buddy FX, LLC - for creation and production of educational/informational videos for youth parenting program from 6/1/19 to 6/30/19; cost of \$26,200 (Clerk's Misc. File No. 248274)
2. MTC Investments, Inc. - Amendment to change the name of the payee to Cleveland Management, LLC, CMF #246410, from 10/1/18 to 9/30/19; cost of \$950/mo. (Clerk's Misc. File No. 248275)
3. Thomson Reuters - Renewal of Westlaw Online Subscription for legal research from 7/1/19 to 6/30/20; cost of \$3,000/yr. payable monthly (Clerk's Misc. File No. 248276)

Personnel Actions:

Ricks, Lisa - Salary adj. end of probation (2% incr.) - \$2,518.40 - 6/1/19
Herrera, Angelica - Salary adj. end of probation (2% incr.) - \$2,448.00 - 6/1/19
Okeyo, Tania - Salary adj. PDIP #3 - \$3,238.01 - 6/1/19
Rodriquez, Kimberly - Salary adj. PDIP #1 (2% incr.) - \$3,125.54 - 6/1/19
Sanserverino, Joyce - Temp./Hourly Rehire - \$20.00/hr. - 6/17/19
Thompson, Jill - New Hire; Regular Full Time - \$2,958.34 - 6/17/19
Rodriguez, Diana - New Hire; Regular Full Time - \$2,575.00 - 6/17/19
Peterson, Tara - New Hire; Regular Full Time - \$2,500.00 - 6/17/19
Just, Lori - Salary adj. (5% incr.) - \$4,136.74 - 6/24/19
(Clerk's Misc. File No. 248277)

Travel Training:

1. Michelle Coonfield, Drew Dupre, Kristy Elias, Esther Kam, Dava Kramer, Kaitlin Moore, Cathy Sullivan & Dana Taylor to Children First Program CEU Update from 7/7-9/19 in OKC, OK; cost of \$2,127.48
2. Brenda Butchee to Child Guidance Annual Meeting from 7/8-9/18 in Moore, OK; cost \$522.18
3. Megan Wenzell to 2019 NACCHO Annual Conference from 7/8-11/19 in Orlando, FL; cost of \$2,267.56
4. Amy Brice to Introduction to Systems Thinking: Providing Context to Adolescent Health from 7/29-31/19 in Bethesda, MD; cost of \$1,077
5. Leanne Stephens to APHA 2019 Annual Conference from 11/2-6/19 in Philadelphia, PA; cost of \$2,754.12
(Clerk's Misc. File No. 248278)

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 claims, (payments for bills to be paid 6/10-14/19) 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 Sallee, seconded by Peters, to approve and authorize execution by the Commission, Blanket Purchase Orders and Emergency Purchase Orders submitted from 6/17-21/19. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Zoning Application Hearing from 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.

Moved by Peters, seconded by Sallee, to enter into Public Hearing. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Public Hearing commenced at 9:40 a.m.

Dwayne Wilkerson with INCOG presented the application. There were no members of the public signed up to speak.

Moved by Peters, seconded by Sallee, to close the Public Hearing at 9:43 a.m. 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, Zoning Application and Resolution CZ-485, to rezone approximately 2.51 ± acres from RE to CS to permit a gymnastics facility. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 248279)

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.



STEVE KUNZWEILER
TULSA COUNTY DISTRICT ATTORNEY'S OFFICE
500 S. DENVER AVE., STE 800
TULSA, OK 74103
918-596-4819

MEMO

To: Commissioner Karen Keith
Chairman, BOCC

From: Tulsa County District Attorney's Office

Subject: Annual Inventory Certification

Date: June 26th, 2019

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

ORIGINAL SENT TO THE BOCC SECRETARY FOR PLACEMENT ON THE BOARD OF COUNTY COMMISSIONERS MEETING AGENDA OF JULY 1st, 2019.

Sincerely,

Chase Colston, CPO
Finance/Office Manager
Tulsa County District Attorney's Office
ccolston@tulsacounty.org
918-596-4819



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 26, 2019

REFERENCE: Second Amendment to Lease Agreement for a Commercial Building with
JBC Properties Investments 5 for the TCSO for FY19-20

Please place this item on the agenda for the next meeting of the Board of County Commissioners. This Second Amendment follows the First Amendment approved Aug. 13, 2018 by CMF no. 245627, which modified the original Commercial Lease approved Jun. 26, 2017 by CMF no. 241822.

It will not be necessary to review this matter in executive session. Vendor has already signed the 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:
Karen Fasano, TCSO Purchasing Clerk

**SECOND AMENDMENT TO LEASE AGREEMENT
COMMERCIAL BUILDING**

This Second Amendment to Lease Agreement is made and entered into as of the 25TH day of June 2019, by **JBC Properties Investments 5**, hereinafter referred as Landlord, and between **Tulsa County Board of Commissioners on behalf of the Tulsa County Sheriff's Office**, hereinafter referred to as Tenant.

WITNESSETH:

Whereas, Landlord and Tenant entered into a Lease Agreement (herein referred to as the "Lease"), dated June 26, 2017, for certain 4,415 +/- square feet of demised space known as 555/569 S. Peoria and Partial Land Area use of 552 and 560 S. Quaker, Tulsa, OK 74120 (referred to as the "Leased Premises"), and

Whereas, Landlord and Tenant entered into a Lease Extension (herein referred to as the "First Amendment"), whereby Tenant exercised its only Option to Renew for the Leased Premises, dated August 13, 2018;

Whereas, Landlord and Tenant desire to amend the Lease with this "Second Amendment", with Tenant's desire to extend the lease for one (1) year. It is therefore mutually agreed as follows, and upon full execution by the parties, shall be fully incorporated into the Lease:

1. Section 1.d. Leased Premises, shall be amended as follows:

Tenant's Leased Premises shall consist of 4,415 SF of Buildings located at 555/569 S. Peoria, Tulsa, OK 74120. Tenant agrees and acknowledges that the Leased Premises are Leased in its "as-is, where-is" condition as it exists on the date hereof, and the original Lease use of the Partial land area of 552 and 560 S. Quaker (gravel parking lot east of the alley street) shall be discontinued from this Lease extension.

2. Section 1.e. Lease Term, shall be amended as follows:

A period of 12 months commencing on the 1st day of July 2019 (Commencement Date) and ending on June 30th, 2020 (Expiration Date).

3. Section 1.f. Base Rental, shall be amended as follows:

Tenant's base rental amount commencing July 1, 2019, shall be \$3,000.00. The total monthly rent payable shall include the estimated and prorated annual ad-valorem taxes, common area maintenance upkeep and property insurance to the Property.

Unless specifically modified herein, all other terms and conditions of the Original Lease dated June 26, 2017, shall remain in full force and effect.

(Signatures to Follow)

WHEREFORE, the Parties hereto agree to and accept this First Amendment to Lease as the day and year below written:

LANDLORD:

JBC Properties Investments 5

Date:

By: ~~Jeff Clay, Managing Member~~

6-25-19

TENANT:

**Tulsa County Board of Commissioners
on behalf of the Tulsa County Sheriff's Office**

Date:

By: Ron Peters, Chairman

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Amendment #6- Turn Key Health Clinics, LLC.

Submitted for your approval and execution is the attached Amendment #6 to the Agreement between the Board of County Commissioners on behalf of the Tulsa County Sheriff's Office and Turn Key Health Clinics, LLC. originally executed on November 21, 2016, CMF#239751.

This amendment is pursuant to Section 2.1, Paragraph 1 of the Main Agreement. It is revised to require the reimbursement from the Tulsa County Sheriff's Office to Turn Key Health Clinics, LLC on a monthly basis in the amount of \$518,983.61, pro-rated for any partial months and subject to any reconciliation as applicable.

In all other respects, the terms and conditions of the Master Agreement and the prior amendments shall continue unchanged and remain in full force and effect.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.

**AGREEMENT FOR COMPREHENSIVE HEALTH SERVICES
SIXTH AMENDMENT**

This Amendment shall serve as a revision to the Contract for Medical Staffing and Administration (the "Main Agreement") and the prior Amendments between the **Tulsa County Sheriff's Office and the Tulsa County Board of County Commissioners** ("Agency") and **Turn Key Health Clinics, LLC.** ("Contractor") which initiated on November 1, 2016 at the David L. Moss Criminal Justice Center.

In consideration to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. The terms and conditions of this Amendment, as set forth below, shall be effective as of July 1, 2019 and shall continue through June 30, 2020.
2. Pursuant to Section 2.1., Paragraph 1 of the Main Agreement, the parties hereby acknowledge the Contract shall be revised to require:

The reimbursement from Agency to Contractor is to be made on a monthly basis in the amount of Five Hundred Eighteen Thousand Nine Hundred Eighty-Three Dollars and sixty-one cents (\$518,983.61), pro-rated for any partial months and subject to any reconciliation as applicable.

3. In all other respects, the terms and conditions of the Main Agreement and the prior Amendments shall continue unchanged and remain in full force and effect.


Turn Key Health Clinics, LLC

By: 
Flint Junod, Chief Executive Officer

5/6/19

Date

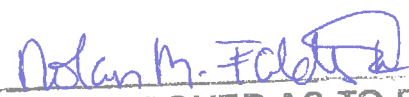
Tulsa County

By: 
Vic Regalado, Tulsa County Sheriff

062719
Date

By: _____
Chairperson TCBOCC

Date

 6-26-19
**APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY**

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Change Order 1 – Builders Supply, Inc.

We respectfully request the Board of County Commissioners approve Change Order 1 to the bid award for Builders Supply, Inc. for the Tulsa County “HQ” Administration Building Renovations bid package 08A (Hollow Metal Doors and Frames), which was approved in the Board of County Commission meeting, March 11, 2019, CMF# 247245.

This change order is to incorporate door changes made as part of the value engineering completed for the HQ re-bid packages. The contract sum will be increased by this change order in the amount of \$870.00 which is within the allowable amount for change orders for this project as per O.S. 61. The revised total contract sum is \$53,370.00.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Tulsa County Purchasing

Change Order Form

IMPORTANT NOTE: The Work described herein is **NOT** authorized until this Change Order is completed and signed by all entities listed below. Do **NOT** proceed with Work until the Change Order is completed and signed by each party. This form is required and shall be prepared by the Contractor. All costs must be broken down.

Change Order #: HEADQ-081113-01

Change Order Date: 06/21/2019

Original Contract Date: 03/11/2019

Project (Name and Address):

HQ Building Renovation
218 W 6th Street
Tulsa, Ok 74119

Contractor
(Name and Address)

Builders Supply, Inc
8198 E 44th Street
Tulsa, Ok 74147

Consultant/Architect (If applicable)
(Name and Address)

GH2 Architects
320 S Boston Ave
Tulsa, Ok 74103

Owner
(Name and Address)

Tulsa County Board of County Commissioners
500 South Denver Ave
Tulsa, Oklahoma 74103

Brief description of Change and Time Delay:

Door Schedule change after initial bid (Conformed set of drawings issued for Rebid)

The original Contract Sum was..... \$52,500.00

Net change by previously authorized Change Orders.....

The Contract Sum prior to this Change Order was..... \$ 52,500.00

The Contract Sum will be increased by this Change Order in the amount of..... \$ 870.00

The new Contract Sum including this Change Order will be..... \$ 53,370.00

The Contract Time will be unchanged by _____ calendar days and therefore the date of Substantial Completion as of the date of this Change Order is _____.

Not valid until signed by Contractor, Consultant/Architect (if applicable), and Owner.

APPROVALS:

Contractor

Matthew D. Bradshaw

(Contractor Representative Printed Name)

Matthew D.
Bradshaw

Digitally signed by Matthew D.
Bradshaw
Date: 2019.06.21 07:58:37 -0500

(Contractor Representative Signature)

6/21/19

(Date)

Consultant/Architect (If applicable)

WAYNE NUNEYMAKER

(Consultant/Architect Printed Name)

Wayne Nunemaker

(Consultant/Architect Signature)

06/21/19

(Date)

Owner

(Owner Printed Name)

(Owner Signature)

(Date)

ATTEST:

(County Clerk)

APPROVED AS TO FORM:

Dolan M. Field IV 6-24-19
(Assistant District Attorney)



Tulsa County Purchasing

Breakdown Sheet

If change order is \$10,000.00 or greater, subcontractor invoices MUST be included with breakdown of labor, materials, tax, overhead and profit.

(1) Materials	Unit	Unit Cost	Total
			0.00
Hollow metal frames #215, 418, 429, 515, 715 and 762A	6	145	870.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Subtotal (1)			\$870.00

(2) Labor	No. Of Hours	Hourly Cost	Total
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Subtotal (2)			\$0.00

(3) Equipment	No. Of Hours	Hourly Cost	Total
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Subtotal (3)			\$0.00

(4) Sub Contractors (List each Sub Contractor)	Total

Column 1	Column 2
Insurance Cost	Overhead Costs (15% Maximum of 1,2 & 3)
Bond Cost	Profit (10% Maximum of 1,2 & 3)
Social Security Taxes (FICA)	Overhead Costs & Profit (Total limited to 15% of 4)
Other Taxes	Total of Column 2
Worker's Compensation	
Employee Fringe Benefits	Total for this Page
Total of Column 1	(Subtotals 1 - 4, and Col. 1 & 2 Totals)
\$0.00	\$870.00



Tulsa County Purchasing

Explanation

Requested by: ☐ Contractor ☒ Consultant/Architect ☐ Owner

Reason for Change: (check box) Detailed explanation required below.

- ☐ Unforeseen site condition. ☐ Work not specified in Contract Documents, but essential to completion of the project.
- ☐ Scope change: Owner request. ☒ Other: (Describe) Conformed set door schedule changes

Provide a detailed description of the proposed change in the Work and provide detailed reasons why this change is necessary.

DETAILED REASON FOR CHANGE IN THE WORK:

In preparation for the Rebid for work that was rejected during initial bid, the drawings were "conformed" to include all previous Addenda issued during original bid. The conformed set of drawings also made other changes to the door schedule. These changes affected contractors that were awarded contracts based on original set of drawings. CP 04 covers the contractors that were affected by these changes.

CONTRACT TIME REQUEST EXPLANATION:

(Describe how the time requested will extend the "critical path" of the project schedule and will not be concurrent with other work.)



Groundbreaking Since 1908.

06/17/19

Tyler Wallace
GH2 Architects
320 S. Boston Ave., Suite 100
Tulsa, Ok 74103

Reference: Tulsa County Administration Building Renovations
Subject: CP 004 Conformed set of drawing changes

Mr. Wallace,

In accordance with Article 3 of Document C132, Flintco is providing notification that there was scope changes made to the project based upon the changes below:

Date of Change (Initiated):	March 25, 2019
Initiating Document / Action:	GH2 Architects REBID set of drawings
Description of Change:	See attached cost spreadsheet
Current Status of Change:	Awaiting approval/ rejection
Cost Impact:	\$6,828
Proposed Funding Source:	Paid from Contingency

Your assistance with the review and approval of this proposal and incorporation of it in a change order is greatly appreciated.

Respectfully,

Mark Knowlton
Senior Project Manager // Flintco, LLC
Direct Phone (918)710-3275 // Cell (918)232-8631
www.flintco.com



CHANGE PROPOSAL

DESCRIPTION: Conformed drawings issued for the REBID had alterations to door schedule that was already under contract to trade contractors. Costs below represent those door opening changes. Frame installation, glass, Aluminum doors and Installation of doors and hardware were bid off the conformed set.

General Requirements	MATERIAL			LABOR			EQUIPMENT			Total
	Unit	Qty	Total	Unit	Qty	Total	Unit	Qty	Total	
			0.00			0.00			0.00	0.00
			0.00			0.00			0.00	0.00
			0.00			0.00			0.00	0.00
			0.00			0.00			0.00	0.00
Subtotals			\$ -			\$ -			\$ -	\$ -

SUBCONTRACTS & PURCHASE CONTRACTS

SUBCONTRACTOR/SUPPLIER	DESCRIPTIONS		SUB CHANGE AMOUNT <small>(Enter Change)</small>	CODE
Buidlers Supply	Added HM frames #215, 418, 429, 515, 715, and 762A		\$ 870	
Precision door	Add new wood doors		\$ 2,292	
DH Pace	hardware changes		\$ 3,666	
		SUBTOTAL SUB BOND AMOUNT:	Incl above	
		SUBTOTAL SUB CHANGE AMOUNT:		\$ 6,828
		TOTAL PROPOSED SUBCONTRACT/SUPPLIER WORK:	\$	6,828

PROPOSAL SUMMARY

TOTAL ADD / (DEDUCT) DAYS TO PROJECT SCHEDULE:		0
---	--	----------

Mark Knowlton 6/17/19
Mark Knowlton date
Flintco, LLC.



REMIT TO:
P. O. BOX 471496-1496
Tulsa, OK 74147-1496
Tel: 918-628-1211 Fax: 918-627-3710

Quote

Quote # : 439785
Quote Date : May 29, 2019
Expiration Date : Aug 27, 2019

Customer:

Tulsa County HQ Administration Building Renovation
Board of County Commisioners - Tulsa County, c/o Flintco, LLC
T7241, mknowlton@flintco.com
Tulsa, Oklahoma 74119

Ship To:

Tulsa County HQ Administration Building
Renovation
218 W. 6th STreet
Tulsa, Oklahoma 74119

Tel: 918-596-5085

Account Code : TULAHQ
Terms : Net 30 Days
Customer Job # :
Salesperson : Matt Bradshaw
Order Name : Added HMF

Purchase Order # : HEADQ-081113
Shipped Via : Our Truck

Post-Bid Addendum 2A - Added HM Frames (6 Total)

Mark# 215 - 3070 578
Mark# 418 - 3070 578
Mark# 429 - 3070 578
Mark# 515 - 3070 578
Mark# 715 - 3070 578
Mark# 762A - 3070 578
Mark Knowlton 918-232-8631

Qty	Product Description	Unit Price	Extended Price
1	Hollow Metal Add - Material Only	870.00	870.00
Pre-Tax Total		:	870.00
NOOK - NO TAX-OKLAHOMA		:	0.00
Quote Total		:	870.00

Proposed Change Order Request**1r1**

Tulsa Co. Admin Bldg Renovations

Date: Thursday, June 06, 2019

Precision

DOOR & HARDWARE

Precision Door & Hardware is pleased to submit for your review and approval the following change order request. The request is being submitted as a result of the changes to scope by Addendum 2A. We are pleased to offer the additional changes as indicated below.

#715B renamed to 715 - No Cost	\$	-
Add new wood doors #215, 282A, 282B, 418, 429, 515, 717B & 762A @ \$286.55 ea.	\$	2,292.43
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Sub-Total - ADD:	\$	2,292.43
Tax @ 0.04867 (If Required)	\$	-
Total w/ Tax:	\$	2,292.43

The products below are priced to ship: With Approved Products.

All prices are subject to qualifications shown below

Submitted by:

Oliver Benetis

Accepted by: _____

Accepted date: _____

Pricing is only good for 30 days. Change orders are subject to market pricing after 30 days.

Should you have any questions regarding this change order request, please do not hesitate to contact our office at 918.272.3667.

Excludes:

- Installation, Unloading, Stocking, Wiring, and/or Hoisting of products at jobsite
- Payment and Performance Bonds
- Elevator Doors/Frames/Hardware, Access Panels/Frames/Hardware, and Cabinet Hardware

Additional Clarifications:

UNDER NO CIRCUMSTANCE WILL PRODUCT RELATED HERETO BE ORDERED WITHOUT A FULLY EXECUTED CHANGE ORDER ON FILE.

- Quoted prices DO NOT include applicable state and local taxes unless stated otherwise
- Acceptance within 30 days and credit approval by Precision Door & Hardware.
- Terms of Sale are NET 30 days from date of invoice
- Material will be billed proportionately as shipped with payment due when rendered
- RETAINAGE is not acceptable
- All prices quoted are FOB factory with full freight allowed to job site unless stated otherwise
- Common carrier shipments consigned to the customer become the property of the customer
- All claims for damage in transit must be filed by the customer
- Cost of job site handling, storage, or protection is not included

□ ATLANTA
221 Armour Drive • Atlanta, GA 30324
P 404-745-7223 • F 404-327-5107

□ KANSAS CITY
1901 E. 119th Street • Olathe, KS 66061
P 816-480-2600 • F 816-480-2658

□ LAS VEGAS • NV LIC #0071664
7485 Dean Martin Dr. • Las Vegas, NV 89139
P 702-258-8588 • F 702-836-3667

□ ST. LOUIS
12045 Lackland Road • St. Louis, MO 63146
P 314-781-5200 • F 314-781-0938

□ DENVER
4200 Monaco St • Denver, CO 80216
P 816-480-2600 • F 303-783-3617

□ SPRINGFIELD
2146 E. Pythian • Springfield, MO 65802
P 417-831-5585 • F 417-831-5585

□ PHOENIX • AZ ROC #183892, K-60
616 W. 24TH St • Tempe, AZ 85282
P 480-968-3667 • F 480-557-7228

□ WICHITA
3506 West Harry • Wichita, KS 67213
P 316-944-3887 • F 316-944-6465

CONTRACT PROPOSAL

BUYER (and billing address if different from site):			PROJECT (site address):	PROPOSAL #: 1
Tulsa County 500 South Denver			TULSA COUNTY ADMINISTRATION BUILDING 500 SOUTH DENVER	
Tulsa	OK	74103-3832	TULSA	OK 74103-3832

Submitted To: Mark Knowlton

Submitted By: Adam DiGiovanni

Proposal date: June 13, 2019

					NET AMOUNT
I am pleased to quote the following materials as supplied only (unless noted otherwise), FOB jobsite per plans and specifications dated above, with clarifications and exclusions noted (if any). TAX IS NOT INCLUDED					
<i>The following proposal is regarding the revised door schedule from Addendum 2A which contains multiple opening changes from glass/aluminum to wood resulting in the added hardware set 30.0.</i>					
Opening(s)	Heading(s)	Change	Prod Type	Qty	
215	30	Add Hardware Set 30.0	FH	1	
418	30	Add Hardware Set 30.0	FH	1	
215	30	Add Hardware Set 30.0	FH	1	
418	30	Add Hardware Set 30.0	FH	1	
429	30	Add Hardware Set 30.0	FH	1	
515	30	Add Hardware Set 30.0	FH	1	
715	30	Add Hardware Set 30.0	FH	1	
282A	33.1	Add Hardware Set 33.1	FH	1	
282B	33.1	Add Hardware Set 33.1	FH	1	
762A	30	Add Hardware Set 30.0	FH	1	

Clarifications and Exclusions:

Grand Total

\$3,666.00

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on Attachment A (TERMS AND CONDITIONS) are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

BUYER ACCEPTANCE

TYPE OR PRINT NAME OF BUYER

ACCEPTANCE DATE: ____ / ____ / ____
(MM / DD / YYYY)

Signature of: ☐ Owner ☐ Partner ☐ Officer (Indicate which)

Project:		Tulsa County Admin Building			
Desc:		Doors changing from Glass/Aluminum to wood, adding the scheduled hardware sets, per revised door schedule from Addendum 2A.			
		Adds/Deducts - Totals		8.00	\$3,665.68
Opening(s)	Heading	Change	Prod Type	QTY	Sell Plus Tax
215	30.0	Add Hardware Set 30.0	FH	1	\$386.68
41B	30.0	Add Hardware Set 30.0	FH	1	\$386.68
429	30.0	Add Hardware Set 30.0	FH	1	\$386.68
516	30.0	Add Hardware Set 30.0	FH	1	\$386.68
715	30.0	Add Hardware Set 30.0	FH	1	\$386.68
282A	33.1	Add Hardware Set 33.1	FH	1	\$672.79
282B	33.1	Add Hardware Set 33.1	FH	1	\$672.79
762A	30.0	Add Hardware Set 30.0	FH	1	\$386.68

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director 

TO: Board of County Commissioners

SUBJECT: Change Order 1 – PDI Door & Hardware, LLC dba Precision Door & Hardware

We respectfully request the Board of County Commissioners approve Change Order 1 to the bid award for PDI Door & Hardware, LLC dba Precision Door & Hardware for the Tulsa County "HQ" Administration Building Renovations bid package 08B (Wood Doors), which was approved in the Board of County Commission meeting, March 11, 2019, CMF# 247245.

This change order is to incorporate door changes made as part of the value engineering completed for the HQ re-bid packages. The contract sum will be increased by this change order in the amount of \$2,292.00 which is within the allowable amount for change orders for this project as per O.S. 61. The revised total contract sum is \$69,800.00.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Tulsa County Purchasing

Change Order Form

IMPORTANT NOTE: The Work described herein is **NOT** authorized until this Change Order is completed and signed by all entities listed below. Do **NOT** proceed with Work until the Change Order is completed and signed by each party. This form is required and shall be prepared by the Contractor. All costs must be broken down.

Change Order #: HEADQ-081416-01

Change Order Date: 06/21/2019

Project (Name and Address):

HQ Building Renovation
218 W 6th Street
Tulsa, Ok 74119

Original Contract Date: 03/11/2019

Contractor
(Name and Address)

PDI Door & Hardware, LLC DBA
Precision Door & Hardware
8255 Owasso Expressway
Owasso, Ok 74055

Consultant/Architect (if applicable)
(Name and Address)

GH2 Architects
320 S Boston Ave
Tulsa, Ok 74103

Owner
(Name and Address)

Tulsa County Board of County Commissioners
500 South Denver Ave
Tulsa, Oklahoma 74103

Brief description of Change and Time Delay:

Door Schedule change after initial bid (Conformed set of drawings issued for Rebid)

The original Contract Sum was..... \$67,508.00

Net change by previously authorized Change Orders.....

The Contract Sum prior to this Change Order was..... \$ 67,508.00

The Contract Sum will be increased by this Change Order in the amount of..... \$ 2,292.00

The new Contract Sum including this Change Order will be..... \$ 69,800.00

The Contract Time will be unchanged by _____ calendar days and therefore the date of Substantial Completion as of the date of this Change Order is _____.

Not valid until signed by Contractor, Consultant/Architect (if applicable), and Owner.

APPROVALS:

Contractor

Precision Door & Hardware

(Contractor Representative Printed Name)

Oliver Benetis

(Contractor Representative Signature)

06-21-2019

(Date)

Consultant/Architect (if applicable)

KUSTHE NUNEMAKER
(Consultant/Architect Printed Name)

(Consultant/Architect Signature)

(Date)

Owner

(Owner Printed Name)

(Owner Signature)

(Date)

ATTEST:

(County Clerk)

APPROVED AS TO FORM:

Adam M. Fildes 6-24-19
(Assistant District Attorney)



Tulsa County Purchasing Breakdown Sheet

If change order is \$10,000.00 or greater, subcontractor invoices MUST be included with breakdown of labor, materials, tax, overhead and profit.

(1) Materials	Unit	Unit Cost	Total
			0.00
Wood Doors #215, 282A, 282B, 418, 429, 515, 715 and 762A	8	286.55	2,292.40
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00

Subtotal (1) **\$2,292.40**

(2) Labor	No. Of Hours	Hourly Cost	Total
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00

Subtotal (2) **\$0.00**

(3) Equipment	No. Of Hours	Hourly Cost	Total
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00

Subtotal (3) **\$0.00**

(4) Sub Contractors (List each Sub Contractor)	Total

Subtotal (4) **\$0.00**

Column 1	Column 2
Insurance Cost	Overhead Costs (15% Maximum of 1,2 & 3)
Bond Cost	Profit (10% Maximum of 1,2 & 3)
Social Security Taxes (FICA)	Overhead Costs & Profit (Total limited to 15% of 4)
Other Taxes	Total of Column 2
Worker's Compensation	
Employee Fringe Benefits	Total for this Page
Total of Column 1	(Subtotals 1 - 4, and Col. 1 & 2 Totals)
\$0.00	\$2,292.40



Tulsa County Purchasing

Explanation

Requested by: ☐ Contractor ☒ Consultant/Architect ☐ Owner

Reason for Change: (check box) Detailed explanation required below.

- ☐ Unforeseen site condition. ☐ Work not specified in Contract Documents, but essential to completion of the project.
- ☐ Scope change: Owner request. ☒ Other: (Describe) Conformed set door schedule changes

Provide a detailed description of the proposed change in the Work and provide detailed reasons why this change is necessary.

DETAILED REASON FOR CHANGE IN THE WORK:

In preparation for the Rebid for work that was rejected during initial bid, the drawings were "conformed" to include all previous Addenda issued during original bid. The conformed set of drawings also made other changes to the door schedule. These changes affected contractors that were awarded contracts based on original set of drawings. CP 04 covers the contractors that were affected by these changes.

CONTRACT TIME REQUEST EXPLANATION:

(Describe how the time requested will extend the "critical path" of the project schedule and will not be concurrent with other work.)



Groundbreaking Since 1908.

06/17/19

Tyler Wallace
GH2 Architects
320 S. Boston Ave., Suite 100
Tulsa, Ok 74103

Reference: Tulsa County Administration Building Renovations
Subject: CP 004 Conformed set of drawing changes

Mr. Wallace,

In accordance with Article 3 of Document C132, Flintco is providing notification that there was scope changes made to the project based upon the changes below:

Date of Change (Initiated):	March 25, 2019
Initiating Document / Action:	GH2 Architects REBID set of drawings
Description of Change:	See attached cost spreadsheet
Current Status of Change:	Awaiting approval/ rejection
Cost Impact:	\$6,828
Proposed Funding Source:	Paid from Contingency

Your assistance with the review and approval of this proposal and incorporation of it in a change order is greatly appreciated.

Respectfully,

Mark Knowlton
Senior Project Manager // Flintco, LLC
Direct Phone (918)710-3275 // Cell (918)232-8631
www.flintco.com



CHANGE PROPOSAL

DATE: June 17, 2019

FLINTCO'S PROPOSAL NO.	CP#	4	REF #	
DESCRIPTION: Conformed drawings issued for the REBID had alterations to door schedule that was already under contract to trade contractors. Costs below represent those door opening changes. Frame installation, glass, Aluminum doors and Installation of doors and hardware were bid off the conformed set.				

General Requirements	MATERIAL			LABOR			EQUIPMENT			Total
	Unit	Qty	Total	Unit	Qty	Total	Unit	Qty	Total	
			0.00			0.00			0.00	0.00
			0.00			0.00			0.00	0.00
			0.00			0.00			0.00	0.00
			0.00			0.00			0.00	0.00
Subtotals			\$ -			\$ -			\$ -	\$ -

SUBCONTRACTS & PURCHASE CONTRACTS

[illegible]

PROPOSAL SUMMARY	
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COST SUMMARY	
Attachments:	TOTAL PROPOSED FLINTCO WORK: \$.

TOTAL PROPOSED SUBCONTRACT/SUPPLIER WORK:		\$	6,828	
SUBTOTAL:		\$	6,828	
<u>UTILIZATION OF ALLOWANCES</u>				
UTILIZATION BY OWNER/ARCHITECT/CM:				
TOTAL ADD / (DEDUCT) TO ALLOWANCE:		\$	-	
<u>UTILIZATION OF CONTINGENCY</u>				
UTILIZATION BY OWNER CONTINGENCY				
TOTAL ADD / (DEDUCT) CONTINGENCY:		\$	(6,828)	
<u>CHANGE ORDER TO GMP</u>				
COSTS TO BE INCL. BY CHANGE ORDER				
		\$	-	
		\$	-	
		\$	-	
FEE @ 4.00%				
TOTAL ADD / (DEDUCT) TO GMP:		\$	0	
TOTAL COST OF THIS CHANGE:		\$	6,828	
TOTAL ADD / (DEDUCT) DAYS TO PROJECT SCHEDULE:			0	

ACCEPTANCE TO PROCEED & ISSUE CHANGE ORDER(S) TO TRADE CONTRACTOR(S):

Mark Knowlton 6/17/19
Mark Knowlton date
Flintco, LLC.



REMIT TO:
P. O. BOX 471496-1496
Tulsa, OK 74147-1496
Tel: 918-628-1211 Fax: 918-627-3710

Quote

Quote # : 439785
Quote Date : May 29, 2019
Expiration Date : Aug 27, 2019

Customer:

Tulsa County HQ Administration Building Renovation
Board of County Commisioners - Tulsa County, c/o Flintco, LLC
T7241, mknowlton@flintco.com
Tulsa, Oklahoma 74119

Ship To:

Tulsa County HQ Administration Building
Renovation
218 W. 6th STreet
Tulsa, Oklahoma 74119

Tel: 918-596-5085

Account Code : TULAHQ
Terms : Net 30 Days
Customer Job # :
Salesperson : Matt Bradshaw
Order Name : Added HMF

Purchase Order # : HEADQ-081113
Shipped Via : Our Truck

Post-Bid Addendum 2A - Added HM Frames (6 Total)

Mark# 215 - 3070 578
Mark# 418 - 3070 578
Mark# 429 - 3070 578
Mark# 515 - 3070 578
Mark# 715 - 3070 578
Mark# 762A - 3070 578
Mark Knowlton 918-232-8631

Qty	Product Description	Unit Price	Extended Price
1	Hollow Metal Add - Material Only	870.00	870.00
Pre-Tax Total		:	870.00
NOOK - NO TAX-OKLAHOMA		:	0.00
Quote Total		:	870.00

Proposed Change Order Request**1r1**

Tulsa Co. Admin Bldg Renovations

Date: Thursday, June 06, 2019

Precision

DOOR & HARDWARE

Precision Door & Hardware is pleased to submit for your review and approval the following change order request. The request is being submitted as a result of the changes to scope by Addendum 2A. We are pleased to offer the additional changes as indicated below.

#715B renamed to 715 - No Cost	\$	-
Add new wood doors #215, 282A, 282B, 418, 429, 515, 717B & 762A @ \$286.55 ea.	\$	2,292.43
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Sub-Total - ADD:	\$	2,292.43
Tax @ 0.04867 (If Required)	\$	-
Total w/ Tax:	\$	2,292.43

The products below are priced to ship: With Approved Products.

All prices are subject to qualifications shown below

Submitted by:

Oliver Benetis

Accepted by: _____

Accepted date: _____

Pricing is only good for 30 days. Change orders are subject to market pricing after 30 days.

Should you have any questions regarding this change order request, please do not hesitate to contact our office at 918.272.3667.

Excludes:

- Installation, Unloading, Stocking, Wiring, and/or Hoisting of products at jobsite
- Payment and Performance Bonds
- Elevator Doors/Frames/Hardware, Access Panels/Frames/Hardware, and Cabinet Hardware

Additional Clarifications:

UNDER NO CIRCUMSTANCE WILL PRODUCT RELATED HERETO BE ORDERED WITHOUT A FULLY EXECUTED CHANGE ORDER ON FILE.

- Quoted prices DO NOT include applicable state and local taxes unless stated otherwise
- Acceptance within 30 days and credit approval by Precision Door & Hardware.
- Terms of Sale are NET 30 days from date of invoice
- Material will be billed proportionately as shipped with payment due when rendered
- RETAINAGE is not acceptable
- All prices quoted are FOB factory with full freight allowed to job site unless stated otherwise
- Common carrier shipments consigned to the customer become the property of the customer
- All claims for damage in transit must be filed by the customer
- Cost of job site handling, storage, or protection is not included

□ ATLANTA
221 Armour Drive • Atlanta, GA 30324
P 404-745-7223 • F 404-327-5107

□ DENVER
4200 Monaco St • Denver, CO 80216
P 816-480-2600 • F 303-783-3617

□ KANSAS CITY
1901 E. 119th Street • Olathe, KS 68061
P 816-480-2600 • F 816-480-2658

□ SPRINGFIELD
2146 E. Pythian • Springfield, MO 65802
P 417-831-5585 • F 417-831-5565

□ LAS VEGAS • NV LIC #0071684
7485 Dean Martin Dr. • Las Vegas, NV 89139
P 702-258-8588 • F 702-836-3667

□ PHOENIX • AZ ROC #183892, K-60
616 W 24TH St. • Tempe, AZ 85282
P 480-968-3667 • F 480-557-7228

□ ST. LOUIS
12046 Lackland Road • St. Louis, MO 63148
P 314-781-5200 • F 314-781-0938

□ WICHITA
3506 West Harry • Wichita, KS 67213
P 316-944-3667 • F 316-944-6465

CONTRACT PROPOSAL

BUYER (and billing address if different from site):	PROJECT (site address):	PROPOSAL #: 1
Tulsa County 500 South Denver	TULSA COUNTY ADMINISTRATION BUILDING 500 SOUTH DENVER	
Tulsa OK 74103-3832	TULSA OK 74103-3832	

Submitted To: Mark Knowlton

Submitted By: Adam DiGiovanni

Proposal date: June 13, 2019

					NET AMOUNT
I am pleased to quote the following materials as supplied only (unless noted otherwise), FOB jobsite per plans and specifications dated above, with clarifications and exclusions noted (if any). TAX IS NOT INCLUDED					
<i>The following proposal is regarding the revised door schedule from Addendum 2A which contains multiple openings changes from glass/aluminum to wood resulting in the added hardware set 30.0.</i>					
Opening(s)	Heading(s)	Change	Prod Type	Qty	
215	30	Add Hardware Set 30.0	FH	1	
418	30	Add Hardware Set 30.0	FH	1	
215	30	Add Hardware Set 30.0	FH	1	
418	30	Add Hardware Set 30.0	FH	1	
429	30	Add Hardware Set 30.0	FH	1	
515	30	Add Hardware Set 30.0	FH	1	
715	30	Add Hardware Set 30.0	FH	1	
282A	33.1	Add Hardware Set 33.1	FH	1	
282B	33.1	Add Hardware Set 33.1	FH	1	
762A	30	Add Hardware Set 30.0	FH	1	

Clarifications and Exclusions:

Grand Total

\$3,666.00

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on Attachment A (TERMS AND CONDITIONS) are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

BUYER ACCEPTANCE

TYPE OR PRINT NAME OF BUYER

Signature of: ☐ Owner ☐ Partner ☐ Officer (Indicate which)

ACCEPTANCE DATE: ____/____/____
(MM / DD / YYYY)

Project:		Tulsa County Admin Building			
Desc:		Doors changing from Glass/Aluminum to wood, adding the scheduled hardware sets, per revised door schedule from Addendum 2A.			
		Adds/Deducts - Totals		8.00	\$3,665.68
Opening(s)	Heading	Change	Prod Type	QTY	Sell Plus Tax
215	30.0	Add Hardware Set 30.0	FH	1	\$386.68
418	30.0	Add Hardware Set 30.0	FH	1	\$386.68
429	30.0	Add Hardware Set 30.0	FH	1	\$386.68
515	30.0	Add Hardware Set 30.0	FH	1	\$386.68
715	30.0	Add Hardware Set 30.0	FH	1	\$386.68
282A	33.1	Add Hardware Set 33.1	FH	1	\$672.79
282B	33.1	Add Hardware Set 33.1	FH	1	\$672.79
752A	30.0	Add Hardware Set 30.0	FH	1	\$386.68

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Change Order 9 – Crossland Construction Company, Inc.

We respectfully request the Board of County Commissioners approve Change Order #9 to the agreement with Crossland Construction Company, Inc. for the construction of the Family Center for Juvenile Justice, approved in the Board of County Commission meeting on April 30, 2018, CMF# 244492.

This change order includes revisions to IT cabling, network switches, and wireless access points, revisions to judge's ramp and platform, a change to solid surface material in lieu of plastic laminate countertops, a change to terrazzo flooring in the public lobby, and emergency power off devices on hot water heaters per city inspection request.

The contract time will be increased by 28 days regarding this change order making the new substantial completion date November 16, 2019. The contract sum will be increased by this change order in the amount of \$281,033.94 which is within the allowable amount for change order as per O.S. 61. The revised total contract sum is \$30,084,286.77.

Respectfully submitted for your approval and execution.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)
Family Center for Juvenile Justice
500 West Archer Street
Tulsa, Oklahoma 74103

CONTRACT INFORMATION:
Contract For: General Construction
Date: 24 April 2018

CHANGE ORDER INFORMATION:
Change Order Number: 009
Date: 13 June 2019

OWNER: (Name and address)
Tulsa Board of County Commissioners
500 South Denver Avenue
Tulsa, Oklahoma 74103

ARCHITECT: (Name and address)
Selser Schaefer Architects
2002 East 6th Street
Tulsa, Oklahoma 74104

CONTRACTOR: (Name and address)
Crossland Construction Company, Inc.
420 South 145th East Avenue, Ste. K
Tulsa, Oklahoma 74108

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order Number 009 incorporates the following Change Order Requests (CORs) into the Contract Documents. The CORs, with associated backup information, are attached for reference.

- COR No. 26 IT Cabling Revisions (PR-021 Request from County IT to revise cabling)
- COR No. 36 Revised Network Switches (Request from County IT to revise network switches)
- COR No. 37 Additional Wireless Access Points (Request from County IT for additional wireless access points)
- COR No. 40 Judges Ramps (RFI-078 Revised size of Judges ramp and platform per design intent)
- COR No. 41 Solid Surface (PR-010 Value added item to replace majority of plastic laminate countertops with solid surface)
- COR No. 49 Terrazzo Flooring (PR-013 Value added item to replace ceramic tile flooring with terrazzo within public lobby)
- COR No. 52 Emergency Power Off (PR-026 Added EPO devices at hot water heaters per city inspection request)

The original Contract Sum was	\$ 28,768,000.00
The net change by previously authorized Change Orders	\$ 1,035,252.83
The Contract Sum prior to this Change Order was	\$ 29,803,252.83
The Contract Sum will be increased by this Change Order in the amount of	\$ 281,033.94
The new Contract Sum including this Change Order will be	\$ 30,084,286.77

The Contract Time will be increased by Twenty-Eight (28) days.

The new date of Substantial Completion will be November 16, 2019.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Selser Schaefer Architects
ARCHITECT (Firm name)

SIGNATURE

Nathan J. Koob, AIA
Partner

PRINTED NAME AND TITLE

3/20/2019 04/23/2019
DATE

Crossland Construction Company, Inc.
CONTRACTOR (Firm name)

SIGNATURE

Greg Goodwin Greg Smith
Project Manager VP - Tulsa Div
PRINTED NAME AND TITLE

6/24/19
DATE

Tulsa Board of County Commissioners
OWNER (Firm name)

SIGNATURE

Commissioner Karen Keith
Chairman

PRINTED NAME AND TITLE

DATE

John M. Filler 6-24-19
**APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY**

Crossland Construction Co. Inc. Change Order Request

Job Name:	FCUJ	Requested Days	0	Price Good For	30 Days
Change Order Request #	26				
Date:	04/20/19				
Description of Request:	PR-021 - IT Cabling Revisions				

CCC's Self Performed Work	Quantity	Unit	Unit Cost	Unit	Material Cost	Hours	Type of Crew	Manhour Cost
	0	ea	\$	-	ea	\$	0 hr	\$
	0	ea	\$	-	ea	\$	0 hr	\$
	0	ea	\$	-	ea	\$	0 hr	\$
	0	ea	\$	-	ea	\$	0 hr	\$
	0	ea	\$	-	ea	\$	0 hr	\$
					MATERIAL SUBTOTAL	\$		
					TAX AS APPLICABLE 0.000%	\$		
					CCC's MATERIAL TOTAL	\$		
					LABOR SUBTOTAL	\$		
					LABOR BURDEN 30%	\$		
					CCC's LABOR TOTAL	\$		

Equipment	Cost
	\$ -
CCC's Equipment Total	\$ -

SUBCONTRACTORS	Description	Sub Pricing
Third Generation Electric	Revised cables from CANS to CANS cabling & Credit For Multimode Fiber To Single Mode Fiber Per PR-021	\$ 9,672.03
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor's Total		\$ 9,672.03

CREW BREAKDOWN		
Quantity	Type	Cost / Hr
Steel Crew (5 w/ Leadsman)	A	\$ -
(2) Carpenters & (3) Laborers	B	\$ -
(1) Operator & (1) Laborer	C	\$ -
Laborer	D	\$ -

CCC Direct Cost	Description	Quantity	Unit	Cost	Unit	Mat/Equip. Cost	Hours	Rate	Labor Cost
Job Superintendent		0	\$	-	0	\$0.00	0 hr	\$	\$ -
Assistant Superintendent		0	\$	-	0	\$0.00	0 hr	\$	\$ -
Overhead Pay		0	\$	-	0	\$0.00	0 hr	\$	\$ -
Weekly Clean Up Expense		0	\$	-	0	\$0.00	0 hr	\$	\$ -
Estimating & Cost Analysis		0	\$	-	0	\$0.00	0 hr	\$	\$ -
Field Office Trailer Expense		0	Day	\$	-	\$0.00	0 hr	\$	\$ -
Job Site Telephone/Fax		0	Day	\$	-	\$0.00	0 hr	\$	\$ -
Gas, Oil, Maintenance Expense		0	Day	\$	-	\$0.00	0 hr	\$	\$ -
Temporary Utilities		0	Day	\$	-	\$0.00	0 hr	\$	\$ -
Material Handling		0	\$	-	0	\$0.00	0 hr	\$	\$ -
Permits, Licenses, Fees, Dues		0	\$	-	0	\$0.00	0 hr	\$	\$ -
Revised As-Built Drawings		0	\$	-	0	\$0.00	0 hr	\$	\$ -
Baitry Expense		0	\$	-	0	\$0.00	0 hr	\$	\$ -
Travel Pay Expense		0	\$	-	0	\$0.00	0 hr	\$	\$ -
Subsistence Expense		0	\$	-	0	\$0.00	0 hr	\$	\$ -
Truck/Fuel Expense		0	Day	\$	-	\$0.00	0 hr	\$	\$ -
Tool Expense		0	Day	\$	-	\$0.00	0 hr	\$	\$ -
Surveying Expense		0	\$	-	0	\$0.00	0 hr	\$	\$ -
					MATERIAL SUBTOTAL	\$			
					TAX AS APPLICABLE 0.000%	\$			
					CCC's MATERIAL TOTAL	\$			
					LABOR SUBTOTAL	\$			
					LABOR BURDEN 10%	\$			
					LABOR TOTAL	\$			

CCC Self Performed Work Totals		
CCC's Material Total	\$	-
CCC's Labor Total	\$	-
CCC's Equipment Total	\$	-
CCC's Direct Cost Total	\$	-
SUBTOTAL		
CCC's Builders Risk @	1.00%	\$ -
CCC's Insurance @	1.00%	\$ -
CCC's Allowable Bond Premium @	1.00%	\$ -
CCC's Profit & Overhead @	10.00%	\$ -
Self Performed Work Totals (A)		
Subcontractor's Work Totals		
Subcontractor's Total	\$	9,672.03
SUBTOTAL		
CCC's Builders Risk @	1.00%	\$ 96.72
CCC's Allowable Bond Premium @	1.00%	\$ 96.69
CCC's Profit & Overhead @	5.00%	\$ 493.32
Subcontractor's Work Totals (B)		

CCC's Total Price For Change (A+B)	\$	10,359.76
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Notes:

ADDITIONAL INFORMATION WAS REQUESTED BY P+G AND UPON REVIEW, THEY FIND THE COST IS REASONABLE FOR THE CHANGES

Seller Acknowledges: JUSTIN SACK 4/3/19

Stonebridge: *[Signature]* 4/3/19.

Waters County: *[Signature]* 4-11-19



CHANGE ORDER PROPOSAL & REQUEST

To: **Crossland Construction Company**
 Project: **Tulsa County Family Center for Juvenile Justice**

Date: **3/19/2019**
 CO # **9, R2**

Third Generation Electric is pleased to quote the following scope of work:

Proposal Request 021.

The attached change 26102 is the price difference to change the fiber from Multimode to Single Mode Fiber.
 Proposal 27595 shows the cost increase to change all 41-WAP Cables only from Cat6 to Cat6A.
 Proposal include additional attached files with cost break material information.

LABOR

Labor Type	Quantity	Units	Unit Rate	Extension
Helper		Hours		\$0.00
Electrician		Hours	\$ 55.00	\$0.00
Foreman		Hours	\$ 65.00	\$0.00
Project Manager		Hours	\$ 65.00	\$0.00
Estimator of C/O	1.00	Hours	\$ 72.00	\$72.00
Subtotal				\$72.00
Burden (see table below)				\$23.76 ✓
Subtotal				\$95.76 ✓
Overhead and Profit (see table below)				\$9.58 ✓
Total Labor				\$105.34 ✓

MISCELLANEOUS RATES

Burden	33.00%
Overhead and profit	10.00%
Subcontractors Overhead and profit	5.00%
Bond rate	1.50%

MATERIALS

Description	Quantity	Units	Unit Rate	Extension
N/A				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Subtotal	\$0.00
			Overhead and profit (see table above)	\$0.00
			Tax Exempt	
			Total Materials & Equipment	\$0.00

EQUIPMENTS OF THIRD GENERATION ELECTRIC

Name	Quantity	Units	Unit Rate	Extension	
Advanced #26102 Multi to Single F	1.00	Each	(\$802.00)	(\$802.00)	✓
Advanced #27595 WAP to Cat 6A	1.00	Each	\$9,777.00	\$9,777.00	✓
				\$0.00	
				\$0.00	
				\$0.00	
			Subtotal	\$8,975.00	✓
			Overhead and profit (see table above)	\$448.75	✓
			Total Subcontractors	\$9,423.75	✓

SUBCONTRACTORS OF THIRD GENERATION ELECTRIC

Name	Quantity	Units	Unit Rate	Extension
N/A				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Subtotal	\$0.00
			Overhead and profit (see table above)	\$0.00
			Total Subcontractors	\$0.00

Total labor (recap)	\$105.34	✓
Total materials (recap)	\$0.00	
Total equipment (recap)	\$9,423.75	✓
Total subcontractors (recap)	\$0.00	
Subtotal	\$9,529.09	✓
Bond rate (see table above)	\$142.94	✓
GRAND TOTAL	\$9,672.03	✓



3158 S 108th E Ave, Ste 250
Tulsa, Oklahoma 74146
Phone 918.893.3444
Fax 918.893.4600
www.advancedcablingssystems.com

Changing the way you view technology!

PROPOSAL # 26102 Change Request

PROJECT: Tulsa County Family Juvenile Justice Center
LOCATION: Tulsa, Ok

DATE: 9/27/2018

SCOPE OF WORK: Change Request – To Change Fiber Type

We propose to provide the materials and labor for a complete installation of the following system(s):

- **Provide Cost difference to change from Multimode Fiber to Single Mode Fiber.**
- **Fiber Brand Strand Counts etc. all to remain the same as submitted upon.**

Total Cost Difference for the Proposed Change = Deduct (\$802.00)

Payment terms: Net 25 days from invoice date. Overdue invoices are subject to interest at the maximum rate allowed by state law and collections charges (including reasonable attorney's fees). Payment to Advanced Cabling Systems is not dependent on payment terms from general contractor or direct end-user.

PRICING INCLUDES THE FOLLOWING:

1. Components/ materials as specified or of equal kind or quality and as may be required to provide a complete and operational system.
2. Labor for installation of low voltage system wiring and components unless provided equipment only.
3. Final termination of all system circuits at the main control panels.
4. System checkout and state certification.
5. System submittals including engineering and associated drawings.
6. Permit and permit fees (as applicable only).
7. The contract price shall be increased for any materials cost escalation imposed by material suppliers for cost changes imposed and effective more than ninety days subsequent to the date of acceptance of this proposal.
8. Use tax.

THIS PROPOSAL EXCLUDES THE FOLLOWING:

1. Raceway/conduit system: conduit, boxes, fittings, supports (J Hooks, etc) & penetrations except as noted.
2. Any AC/electrical wiring, interlocks to interface relays and apparatus, and required power wiring as may be required for interface to proposed systems.
3. Conduit between buildings.
4. Bonding and associated costs.
5. Architectural or engineering design for subject proposal.
6. Service or repair (except as set forth in Miscellaneous paragraph 1 page 2 herein) unless provided by Advanced Cabling Systems under a separate agreement for the following service plans:
 - a. Maintenance and Testing Agreement
7. Monitoring (alarm), unless provided by Advanced Cabling Systems under separate contract.

MISCELLANEOUS INFORMATION/QUALIFICATIONS:

1. One year warranty on all system components, materials, and installation from the date of acceptance or beneficial use - whichever occurs first, excepting any parts, components or services provided by other supplier/contractor directly to the customer. The warranty period shall begin on the date of acceptance. An optional service contract offering continuing factory authorized service of the system after the initial warranty period is available. Warranty does not include repair of damage caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning, neglect, misuse

- or unauthorized alterations. Warranty service calls will be made during normal business hours (Monday through Friday, 8:00 a.m. - 5:00 p.m.) for no additional charge. Warranty calls made during non-business hours shall be billed to the customer at one and one-half the prevailing hourly service rate.
2. Advanced Cabling Systems may subcontract at its discretion.
 3. Customer warrants that any plans submitted to Advanced Cabling Systems for compliance conform to any applicable governmental enactment or safety code.
 4. **Advanced Cabling Systems' limits of insurance are as noted:**
 - a. **General Liability** - \$2,000,000.00 general aggregate
 - b. **Automobile Liability** - \$1,000,000.00 combined single limit
 - c. **Umbrella Liability** - \$10,000,000.00
 - d. **Employee Liability** - \$500,000.00
 - e. **Workman's Compensation** - Statutory
 5. If customer requires additional insurance or other subrogation rights it will be at additional expense to customer and treated as a change order.
 6. There will be no back charges without adequate written notice, ample time to rectify any associated condition, and prior acceptance and agreement of Advanced Cabling Systems.
 7. The contract will be interpreted in accordance with the laws of the State of Arkansas.
 8. All contract terms (proposal) and change orders must be in writing. There are no terms or conditions between the parties not in writing herein. Confirmation of change orders must be obtained in writing.
 9. Any notices to Advanced Cabling Systems required under this agreement shall be considered delivered if mailed by certified mail to the following address: Advanced Cabling Systems, 3158 S 108th E Ave, Ste 250, Tulsa, OK 74146.
 10. **Advanced Cabling Systems' Oklahoma alarm license # is 1890 and our contractor's license is 0072630419.**

Regulated by:

Alarm and Locksmith Program
Oklahoma Department of Labor
3017 N Stiles, Suite 100
Oklahoma City, Oklahoma 73105
Phone (405) 521-8100

We appreciate the opportunity of furnishing our proposal and trust that we may be privileged to work with you on this project. Acceptance of this proposal and its conditions will be indicated by return (through mail or facsimile) of the signed proposal, or issuance of a purchase order or contract referencing this proposal number. Acceptance must be received within 30 days of the date of this proposal.

David Moore

_____, Date: 9/27/18

Advanced Cabling Systems, Inc

Accepted By: _____ Title: _____

Company: _____ Date: _____

Address: _____

Phone Number: _____ Company P.O. #: _____

3158 S 108th E Ave, Ste 250
Tulsa, OK 74146

www.advancedcablingystems.com

877.814.8621

5744 : Advanced Cabling Systems

_____, Client

Changing the way you view technology!

PROPOSAL # 27595

PROJECT: Tulsa County Family Center for Juvenile Justice
LOCATION: Tulsa, OK

DATE: 3/14/2019

SCOPE OF WORK:

We propose to provide the materials and labor for a complete installation of the following system(s):

- Provide materials and labor to install the following Structured Cabling Equipment:
41 - WAPs Cabling Change from Cat 6 to Cat 6A
Panduit Cat 6A Jacks
Panduit Cat 6A 48 port Patch Panels with 3ft patch chords

All Cables will be Pulled, Terminated, Labeled & Tested.
Written Test Results will be Provided.

Original Cost for Cat 6 WAP Cables	=	\$ 7,353.00
Cost for Cat 6A WAP Cables	=	\$17,130.00

Total Cost Due after Cat6 to Cat6A WAP Change = \$ 9,777.00

Cat 6 WAP Cost Breakdown

Cat 6 Data Cabling Cost @ \$0.20 ft.	\$2,182.45
Cat 6 Data Jack Cost @ \$6.80	\$652.80
48 Port Patch Panel	\$85.00
Misc Hardware and Materials	\$1,130.86
Materials Cost Total	\$4,051.11
Labor Cost	\$3,301.89
Total Cat 6 WAP Price	\$ 7,353.00

Cat 6A WAP Cost Breakdown

Cat 6A Data Cahling Cost @ \$0.69 ft.	\$7,992.85
Cat 6A Data Jack Cost @ \$10.77	\$1,033.92
48 Port Cat 6A Patch Panel	\$85.00
Misc Hardware and Materials	\$1,412.64
Materials Cost	\$10,524.41
Labor Cost	\$ 6,605.59
Total Cat 6A WAP Price	\$ 17,130.00

Labor cost difference between Cat6 and Cat6A is a result of increased termination time. If necessary, Advanced Cabling can provide a demonstration on the time difference between Cat6 and Cat6A which is equivalent to double the amount of time to complete.

Payment terms: Net 25 days from invoice date. Overdue invoices are subject to interest at the maximum rate allowed by state law and collections charges (including reasonable attorney's fees). Payment to Advanced Cabling Systems is not dependent on payment terms from general contractor or direct end-user.

PRICING INCLUDES THE FOLLOWING:

1. Components/ materials as specified or of equal kind or quality and as may be required to provide a complete and operational system.
2. Labor for installation of low voltage system wiring and components unless provided equipment only.
3. Final termination of all system circuits at the main control panels.
4. System checkout and state certification.
5. System submittals including engineering and associated drawings.
6. Permit and permit fees (as applicable only).
7. The contract price shall be increased for any materials cost escalation imposed by material suppliers for cost changes imposed and effective more than ninety days subsequent to the date of acceptance of this proposal.
8. Use tax.

THIS PROPOSAL EXCLUDES THE FOLLOWING:

1. Raceway/conduit system: conduit, boxes, fittings, supports (J Hooks, etc) & penetrations except as noted.
2. Any AC/electrical wiring, interlocks to interface relays and apparatus, and required power wiring as may be required for interface to proposed systems.
3. Conduit between buildings.
4. Bonding and associated costs.
5. Architectural or engineering design for subject proposal.
6. Service or repair (except as set forth in Miscellaneous paragraph 1 page 2 herein) unless provided by Advanced Cabling Systems under a separate agreement for the following service plans:
 - a. Maintenance and Testing Agreement
7. Monitoring (alarm), unless provided by Advanced Cabling Systems under separate contract.

MISCELLANEOUS INFORMATION/QUALIFICATIONS:

1. One year warranty on all system components, materials, and installation from the date of acceptance or beneficial use - whichever occurs first, excepting any parts, components or services provided by other supplier/contractor directly to the customer. The warranty period shall begin on the date of acceptance. An optional service contract offering continuing factory authorized service of the system after the initial warranty period is available. Warranty does not include repair of damage caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning, neglect, misuse or unauthorized alterations. Warranty service calls will be made during normal business hours (Monday through Friday, 8:00 a.m. - 5:00 p.m.) for no additional charge. Warranty calls made during non-business hours shall be billed to the customer at one and one-half the prevailing hourly service rate.
2. Advanced Cabling Systems may subcontract at its discretion.
3. Customer warrants that any plans submitted to Advanced Cabling Systems for compliance conform to any applicable governmental enactment or safety code.

3158 S 108th E Ave, Ste 250
Tulsa, OK 74146

www.advancedcabling.com

877.814.8621

___5744___: Advanced Cabling Systems

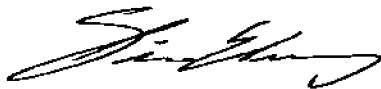
___ Client

-
4. Advanced Cabling Systems' limits of insurance are as noted:
- a. General Liability - \$2,000,000.00 general aggregate
 - b. Automobile Liability - \$1,000,000.00 combined single limit
 - c. Umbrella Liability - \$10,000,000.00
 - d. Employee Liability - \$500,000.00
 - e. Workman's Compensation - Statutory
5. If customer requires additional insurance or other subrogation rights it will be at additional expense to customer and treated as a change order.
6. There will be no back charges without adequate written notice, ample time to rectify any associated condition, and prior acceptance and agreement of Advanced Cabling Systems.
7. The contract will be interpreted in accordance with the laws of the State of Arkansas.
8. All contract terms (proposal) and change orders must be in writing. There are no terms or conditions between the parties not in writing herein. Confirmation of change orders must be obtained in writing.
9. Any notices to Advanced Cabling Systems required under this agreement shall be considered delivered if mailed by certified mail to the following address: Advanced Cabling Systems, 3158 S 108th E Ave, Ste 250, Tulsa, OK 74146.
10. Advanced Cabling Systems' Oklahoma alarm license # is 1890 and our contractor's license is 0072630419.

Regulated by:

**Alarm and Locksmith Program
Oklahoma Department of Labor
3017 N Stiles, Suite 100
Oklahoma City, Oklahoma 73105
Phone (405) 521-6100**

We appreciate the opportunity of furnishing our proposal and trust that we may be privileged to work with you on this project. Acceptance of this proposal and its conditions will be indicated by return (through mail or facsimile) of the signed proposal, or issuance of a purchase order or contract referencing this proposal number. Acceptance must be received within 30 days of the date of this proposal.



Date: 3/14/19

Advanced Cabling Systems, Inc

Accepted By: _____ Title: _____

Company: _____ Date: _____

Address: _____

Phone Number: _____ Company P.O. #: _____

3158 S 108th E Ave, Ste 250
Tulsa, OK 74146

www.advancedcablingystems.com

877.814.8621

5744 : Advanced Cabling Systems

Client



12535 E 52ND ST
TULSA OK 74146-6207
Phone: 918-461-3257
Fax: 918-461-3250

To: ADVANCED CABLING SYSTEMS-TULSA
21113 NORTH BEACH AVE
BROKEN ARROW OK 74012
Attn: STEVEN EMBREY
Phone: 501-568-9599
Fax:
Email: awinbury@advancedcablingssystem.com

Date: 09/20/2018
Proj Name: FAMILY JUSTICE CENTER
GB Quote #: 0231047991
Release Nbr: FAMILY JUSTICE CENTER
Purchase Order Nbr: FAMILY JUSTICE CENTER
Additional Ref#
Valid From: 09/20/2018
Valid To: 10/20/2018
Contact: ROGER KIBODEAUX
Email: roger.kibodeaux@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

**Notes: ALL ITEMS EXCEPT PATCH CORDS ARE CURRENT GRAYBAR STOCK 1-2 DAYS.
PATCH CORDS FACTORY 1-2 WEEKS ARO.**

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		29,000 EA	PANDUIT ELECTRICAL	6AP4P23-BL-R- PAN-AP-FH	PUP6AV04BU-G	\$685.24	1000	\$19,871.96
GB Part #: 26044666 UPC #: 61305636809								
200		144 EA	PANDUIT ELECTRICAL	CJ6X88TGBU	MINI-COM TX6 10GIG MODULE BLUE	\$10.77	1	\$1,550.88
GB Part #: 25002033 UPC #: 07498363434								
300		3 EA	PANDUIT ELECTRICAL	DP486X88TGY	48 PORT FLAT DP6 10GIG DATA PATCH PANEL	\$561.00	1	\$1,683.00
GB Part #: 25067741 UPC #: 07498303711								
400		144 EA	PANDUIT ELECTRICAL	UTP6A3VL	COPPER PC CAT 6A UTP 3 FT VLT	\$9.81	1	\$1,412.64
GB Part #: 25229622 UPC #: 07496312309								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.



12535 E 52ND ST
TULSA OK 74146-6207
Phone: 918-461-3218
Fax: 918-461-3250

To: ADVANCED CABLING SYSTEMS-TULSA
21113 NORTH BEACH AVE
BROKEN ARROW OK 74012
Attn: DAVID MOORE
Phone: 501-568-9599
Fax:
Email: william.pinkley@graybar.com

Date: 03/23/2018
Proj Name: FAMILY CENTER FOR JUVENILE
GB Quote #: 0229729756
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 03/23/2018
Valid To: 04/22/2018
Contact: BILL PINKLEY
Email: william.pinkley@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	175,000 GENERAL EA CABLE			6P4P24-BL-P- GCC-TP-CE	7131800	\$198.23	1000	\$34,680.25
GB Part #: 25202428 UPC #: 07940784100 Ship From: Stock ZONE-SPRINGFIELD,MO								
200	16 EA PANDUIT ELECTRICAL			CPP48FMWBLY	48 PORT FLAT PANEL	\$53.72	1	\$859.52
GB Part #: 25086076 UPC #: 07498303658 Ship From: Stock ZONE-SPRINGFIELD,MO								
300	1,400 EA PANDUIT ELECTRICAL			CJ688TGOR	CAT6 MINI-COM TX6 PLUS MOD ORANGE	\$6.80	1	\$9,520.00
GB Part #: 25046158 UPC #: 07498339551 Ship From: Stock TULSA, OK								
400	350 EA PANDUIT ELECTRICAL			CFPL2EIY	VERT 2PS FCPL W/LB ELIVY	\$1.74	1	\$609.00
GB Part #: 25076158 UPC #: 07498303362 Ship From: Stock ST LOUIS, MO								
500	1,000 EA GENERAL CABLE			M-5-IPJ-24-DN- LE-AQ-GCC-CUT REEL	BE0241PNU-ILPA	\$381.36	100	\$3,813.60

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

Job Name:	FCJ	Requested Days	0	Price Good For	30	Days
Change Order Request #	36					
Date:	04/03/19					
Description of Request:	Revised Network Switches					

SUBCONTRACTORS	Description	Sub Pricing
Third Generation Electric	Provide Juniper Network Switches In Lieu Of HP	\$ 2,611.01
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor's Total		\$ 2,611.01

CREW BREAKDOWN		
Quantity	Type	Cost / Hr
Sisal Crew (5 w/ Leadman)	A	\$ -
(2) Carpenters & (3) Laborers	B	\$ -
(1) Operator & (1) Laborers	C	\$ -
Laborer	D	\$ -

CCC Direct Cost										
Description	Quantity	Unit	Cost	Unit	Mat./Equip. Cost	Hours	Rate	Rate	Labor Cost	
Job Superintendent	0	\$	-	0	\$0.00	0	hr	\$	-	
Assistant Superintendent	0	\$	-	0	\$0.00	0	hr	\$	-	
Overtime Pay	0	\$	-	0	\$0.00	0	hr	\$	-	
Weekly Clean Up Expense	0	\$	-	0	\$0.00	0	hr	\$	-	
Estimating & Cost Analysis	0	\$	-	0	\$0.00	0	hr	\$	-	
Field Office Trailer Expense	0	Day	\$	Day	\$0.00	0	\$	-	\$	
Jobfile Telephone/Fax	0	Day	\$	Day	\$0.00	0	\$	-	\$	
Gas Oil Maintenance Expense	0	Day	\$	Day	\$0.00	0	\$	-	\$	
Temporary Utilities	0	Day	\$	Day	\$0.00	0	\$	-	\$	
Material Handling	0	\$	-	0	\$0.00	0	hr	\$	-	
Permits Licenses Fees Dues	0	\$	-	0	\$0.00	0	\$	-	\$	
Revised As-Built Drawings	0	\$	-	0	\$0.00	0	hr	\$	-	
Safety Expense	0	\$	-	0	\$0.00	0	hr	\$	-	
Travel Pay Expense	0	\$	-	0	\$0.00	0	hr	\$	-	
Subsistence Expense	0	\$	-	0	\$0.00	0	\$	-	\$	
Truck Fuel Expense	0	Day	\$	Day	\$0.00	0	\$	-	\$	
Tool Expense	0	Day	\$	Day	\$0.00	0	\$	-	\$	
Surveying Expense	0	\$	-	0	\$0.00	0	\$	-	\$	
	0	\$	-	0	\$0.00	0	\$	-	\$	
MATERIAL SUBTOTAL					\$	-	LABOR SUBTOTAL			\$
TAX AS APPLICABLE					0.000%	\$	LABOR BURDEN 20%			\$
CCC MATERIAL TOTAL					\$	-	LABOR TOTAL			\$

<i>CCC Self Performed Work Totals</i>			
CCC's Material Total		\$	-
CCC's Labor Total		\$	-
CCC's Equipment Total		\$	-
CCC's Direct Cost Total		\$	-
SUBTOTAL		\$	-
CCC's Builders Risk @	1.00%	\$	-
CCC's Insurance @	1.00%	\$	-
CCC's Allowable Bond Premium @	1.00%	\$	-
CCC's Profit & Overhead @	10.00%	\$	-
<i>Self Performed Work Totals (A)</i>		\$	-
<i>Subcontractor's Work Totals</i>			
Subcontractor's Total		\$	2,611.01
SUBTOTAL		\$	2,611.01
CCC's Builders Risk @	1.00%	\$	26.11
CCC's Allowable Bond Premium @	1.00%	\$	26.37
CCC's Profit & Overhead @	5.00%	\$	133.17
<i>Subcontractor's Work Totals (B)</i>		\$	2,796.67

CCC's Total Price For Change (A+B)	\$	2,796.67
------------------------------------	----	----------

Notes:

REVISED COST
REFLECTS
NEGOTIATED
REDUCTION OF
ENGINEERING HOURS
BY ACCURATE

Ernst Schaefer: JUSTIN SACK 4/3/2019

Stonebridge:

Tulare County:



CHANGE ORDER PROPOSAL & REQUEST

To: Crossland Construction Company
 Project: Tulsa County Family Center for Juvenile Justice

Date: 4/3/2019
 CO # 15, R2

Third Generation Electric is pleased to quote the following scope of work:

Tulsa County IT asked about the possibility of changing out the HP switches
 See attached R2.
 ACI need additional hours and resources to setup and configure the Juniper switches.

LABOR

Labor Type	Quantity	Units	Unit Rate	Extension
Helper		Hours	\$ 50.00	\$0.00
Electrician		Hours	\$ 55.00	\$0.00
Foreman		Hours	\$ 65.00	\$0.00
Project Manager		Hours	\$ 65.00	\$0.00
Estimator of C/O	1.00	Hours	\$ 72.00	\$72.00
Subtotal				\$72.00
Burden (see table below)				\$23.76
Subtotal				\$95.76
Overhead and Profit (see table below)				\$9.58
Total Labor				\$105.34

MISCELLANEOUS RATES

Burden	33.00%
Overhead and profit	10.00%
Subcontractors Overhead and profit	5.00%
Bond rate	1.50%

MATERIALS

Description	Quantity	Units	Unit Rate	Extension
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Subtotal	\$0.00
			Overhead and profit (see table above)	\$0.00
			Tax Exempt	
			Total Materials & Equipment	\$0.00

EQUIPMENTS OF THIRD GENERATION ELECTRIC

Name	Quantity	Units	Unit Rate	Extension
N/A				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Subtotal	\$0.00
			Overhead and profit (see table above)	\$0.00
			Total Subcontractors	\$0.00

SUBCONTRACTORS OF THIRD GENERATION ELECTRIC

Name	Quantity	Units	Unit Rate	Extension
Accurate Controls, Inc, Proposal	1.00	Each	\$2,349.60	\$2,349.60 ✓
				\$0.00
				\$0.00
				\$0.00
			Subtotal	\$2,349.60
			Overhead and profit (see table above)	\$117.48 ✓
			Total Subcontractors	\$2,467.08 ✓
			Total labor (recap)	\$105.34 ✓
			Total materials (recap)	\$0.00
			Total equipment (recap)	\$0.00
			Total subcontractors (recap)	\$2,467.08
			Subtotal	\$2,572.42 ✓
			Bond rate (see table above)	\$38.59
			GRAND TOTAL	\$2,611.01 ✓



ACCURATE CONTROLS, INC.

March 02, 2019

RE: Changing from HP to Juniper Switches
Tulsa County Family Center of Juvenile Justice
Tulsa, OK

Description of Changes:

During a conference call with Crossland Construction and Tulsa County IT, it was asked if Accurate Controls could provide Juniper network switches in lieu of the previously submitted and approved HP switches. Our cost includes a credit back for the HP switches along with our cost for the new Juniper equivalent switches.

Exceptions:

N/A

Qty	Description	Rate	Ext
0.0	Hours AutoCad	\$106.00	\$0.00
10.0 ✓	Hours Engineering	\$118.00	\$1,180.00
2.0	Hours Project Management	\$106.00	\$212.00
0.0	Hours Programming	\$118.00	\$0.00
0.0	Hours Equipment Assembly	\$94.00	\$0.00
0.0	Hours ACI Tech Onsite	\$94.00	\$0.00
0.0	Per Diem	\$193.00	\$0.00
-1.0	HP Switches	\$15,197.00	(\$15,197.00)
5.0	Juniper EX Series EX2330-48P	\$2,454.00	\$12,270.00
1.0	Juniper EX Series EX2300-24P	\$1,436.00	\$1,436.00
1.0	Juniper Series EX3400-24P	\$2,235.00	\$2,235.00
5%	Shipping and Handling on Equipment	\$0.00	\$0.00
10%	Overhead and Profit	\$2,136.00	\$213.60 ✓
	Total		\$2,349.60



Warranty:

Accurate Controls, Inc. shall guarantee our equipment to be free from defects for a minimum period of one year. We shall send replacements of defective equipment in a timely fashion after diagnosis by our technical assistance department and a purchase order is issued. If it is determined that the equipment replaced is determined to be defective, no invoice will be sent. Accurate Controls, Inc. does not warrant equipment, which is damaged due to negligence, acts of god or vandalism; if the equipment is so damaged, an invoice for the purchase order will be sent.

Respectfully,

Tyler Henslin

Tyler Henslin

Director of Project Management

Accurate Controls, Inc.

Crossland Construction Co. Inc. Change Order Request

Job Name:	FCW	Requested Days	0	Price Good For	30 Days
Change Order Request #	37				
Date:	03/11/19				
Description of Request:	PR-024 - Additional Wireless Access Points				

CCC's Self Performed Work	Quantity	Unit	Unit Cost	Unit	Material Cost	Hours	Type of Crew	Manhour Cost
	0	ea	\$	-	\$	0	hr	\$
	0	ea	\$	-	\$	0	hr	\$
	0	ea	\$	-	\$	0	hr	\$
	0	\$	-	\$	-	0	hr	\$
	0	\$	-	\$	-	0	hr	\$
					MATERIAL SUBTOTAL	\$		
					TAX AS APPLICABLE 0.000%	\$		
					CCC's MATERIAL TOTAL	\$		
Equipment	Cost						LABOR SUBTOTAL	\$
CCC's Equipment Total	\$						LABOR BURDEN 30%	\$
							CCC's LABOR TOTAL	\$

SUBCONTRACTORS	Description	Sub Price
Third Generation Electric	21 Additional Wireless Access Points & Conduit	\$ 18,468.67
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor's Total		\$ 18,468.67

CREW BREAKDOWN		
Quan	Type	Cost / Hr
Steel Crew (5 w/ Leadmen)	A	\$ -
(2) Cementers & (3) Laborers	B	\$ -
(1) Operator & (1) Laborers	C	\$ -
Laborer	D	\$ -

CCC Direct Cost	Quantity	Unit	Cost	Unit	Mat./Equip. Cost	Hours	Rate	Labor Cost
Job Superintendent	0	\$	-	0	\$0.00	0	hr	\$
Assistant Superintendent	0	\$	-	0	\$0.00	0	hr	\$
Overtime Pay	0	\$	-	0	\$0.00	0	hr	\$
Weekly Clean Up Expense	0	\$	-	0	\$0.00	0	hr	\$
Estimating & Cost Analysis	0	\$	-	0	\$0.00	0	hr	\$
Field Office Trailer Expense	0	Day	\$	-	\$0.00	0	\$	\$
Job Site Telephone/Fax	0	Day	\$	-	\$0.00	0	\$	\$
Gas, Oil, Maintenance Expense	0	Day	\$	-	\$0.00	0	\$	\$
Temporary Utilities	0	Day	\$	-	\$0.00	0	\$	\$
Material Handling	0	\$	-	0	\$0.00	0	hr	\$
Permits, Licenses, Fees, Dues	0	\$	-	0	\$0.00	0	\$	\$
Revised As-Built Drawings	0	\$	-	0	\$0.00	0	hr	\$
Safety Expense	0	\$	-	0	\$0.00	0	hr	\$
Travel Pay Expense	0	\$	-	0	\$0.00	0	hr	\$
Subsistence Expense	0	\$	-	0	\$0.00	0	\$	\$
Truck/Fuel Expense	0	Day	\$	-	\$0.00	0	\$	\$
Tool Expense	0	Day	\$	-	\$0.00	0	\$	\$
Surveying Expense	0	\$	-	0	\$0.00	0	\$	\$
	0	\$	-	0	\$0.00	0	\$	\$
					MATERIAL SUBTOTAL	\$		
					TAX AS APPLICABLE 0.000%	\$		
					CCC's MATERIAL TOTAL	\$		
							LABOR SUBTOTAL	\$
							LABOR BURDEN 30%	\$
							LABOR TOTAL	\$

CCC Self Performed Work Totals		
CCC's Material Total	\$	-
CCC's Labor Total	\$	-
CCC's Equipment Total	\$	-
CCC's Direct Cost Total	\$	-
SUBTOTAL		\$ -
CCC's Builders Risk @	1.00%	\$ -
CCC's Insurance @	1.00%	\$ -
CCC's Allowable Bond Premium @	1.00%	\$ -
CCC's Profit & Overhead @	10.00%	\$ -
Self Performed Work Totals (A)		\$ -
Subcontractor's Work Totals		
Subcontractor's Total	\$	18,468.67
SUBTOTAL		\$ 18,468.67
CCC's Builders Risk @	1.00%	\$ 184.69
CCC's Allowable Bond Premium @	1.00%	\$ 186.53
CCC's Profit & Overhead @	5.00%	\$ 941.99
Subcontractor's Work Totals (B)		\$ 19,781.88

CCC's Total Price For Change (A+B)	\$ 19,781.88
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Notes:
REVIEWED WITH JUSTIN JONES, LOOKED INTO REDUCTIONS BY COUNTY IT, BUT DIRECTED TO PROCEED AS SUBMITTED.

Seller Signature: JUSTIN SACK 4/3/19
Stonebridge: *Ben Sack* 4/3/19
Tulsa County: *John M. Sack* 4-11-19



CHANGE ORDER PROPOSAL & REQUEST

To: **Crossland Construction Company**
 Project: **Tulsa County Family Center for Juvenile Justice**

Date: **2/28/2019**
 CO # **17**

Third Generation Electric is pleased to quote the following scope of work:

Furnish and install all electrical materials according PR-024.

LABOR

Labor Type	Quantity	Units	Unit Rate	Extension
Helper		Hours	\$ 50.00	\$0.00
Electrician	40.00	Hours	\$ 55.00	\$2,200.00
Foreman	5.00	Hours	\$ 65.00	\$325.00
Project Manager	1.00	Hours	\$ 65.00	\$65.00
Estimator of C/O	1.00	Hours	\$ 72.00	\$72.00
			Subtotal	\$2,662.00 ✓
			Burden (see table below)	\$878.46 ✓
			Subtotal	\$3,540.46 ✓
			Overhead and Profit (see table below)	\$354.05 ✓
			Total Labor	\$3,894.51 ✓

MISCELAEOUS RATES

Burden	33.00%
Overhead and profit	10.00%
Subcontractors Overhead and profit	5.00%
Bond rate	1.50%

MATERIALS

Description	Quantity	Units	Unit Rate	Extension	
1" EMT conduit	100.00	Each	\$1.65	\$165.00	
1" EMT Fittings	12.00	Each	\$2.85	\$34.20	
3/4" EMT conduit	850.00	Each	\$0.95	\$807.50	
3/4" EMT Fittings	90.00	Each	\$2.60	\$234.00	
3/4" J-hooks	250.00	Each	\$2.85	\$712.50	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Subtotal				\$1,953.20	✓
Overhead and profit (see table above)				\$195.32	✓
Tax Exempt					
Total Materials & Equipment				\$2,148.52	✓

EQUIPMENTS OF THIRD GENERATION ELECTRIC

Name	Quantity	Units	Unit Rate	Extension	
N/A				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Subtotal				\$0.00	
Overhead and profit (see table above)				\$0.00	
Total Subcontractors				\$0.00	

SUBCONTRACTORS OF THIRD GENERATION ELECTRIC

Name	Quantity	Units	Unit Rate	Extension	
Advanced Cabling Proposal #	1.00	Each	\$11,574.00	\$11,574.00	✓
				\$0.00	
				\$0.00	
				\$0.00	
Subtotal				\$11,574.00	
Overhead and profit (see table above)				\$578.70	✓
Total Subcontractors				\$12,152.70	✓
Total labor (recap)				\$3,894.51	✓
Total materials (recap)				\$2,148.52	✓
Total equipment (recap)				\$0.00	
Total subcontractors (recap)				\$12,152.70	✓
Subtotal				\$18,195.73	✓
Bond rate (see table above)				\$272.94	✓
GRAND TOTAL				\$18,468.67	✓

Changing the way you view technology!

PROPOSAL # 28830

PROJECT: Family Juvenile Justice PR-024 WAP Adds
LOCATION: Tulsa, OK

DATE: 2/27/2019

SCOPE OF WORK: Revised Wireless Access Point Locations and Additions

We propose to provide the materials and labor for a complete installation of the following system(s):

- **Advanced will provide labor and materials to install an additional 21 wireless access points and relocate 10 existing wireless access points per Work Changes Proposal Request PR-024. Existing wireless access points relocation price is not included in this proposal and will be done at no additional charge to this project. The following breakdown of what is included in this price is as follows:**

- Advanced will provide and install cabling and connectivity to a total of (21) wireless access points, consisting of a total of (21) cables, for data applications per drawings E301.1 thru E301.6.
- Data cabling will be category 6A, plenum rated, and will terminate using category 6A Panduit jacks at the workstations and patch panels in the communications room.
- Advanced will provide and install (1) Panduit 48-port patch panel in the communication room.
- Equipment rack will be equipped with (1) Panduit horizontal wire management as needed.
- Advanced will provide and install (42) Panduit patch cords at the wireless access points and patch panel for connectivity.
- **Advanced will relocate (10) wireless access points as requested by drawings for no additional cost.**
- All cabling will be tested and labeled in compliance with applicable codes and standards.
- Written test results will be provided with Manufacturers Certification.

Total PR-024 WAP Price = \$ 11,574.00 ✓

Payment terms: Net 25 days from invoice date. Overdue invoices are subject to interest at the maximum rate allowed by state law and collections charges (including reasonable attorney's fees). Payment to Advanced Cabling Systems is not dependent on payment terms from general contractor or direct end-user.

PRICING INCLUDES THE FOLLOWING:

1. Components/ materials as specified or of equal kind or quality and as may be required to provide a complete and operational system.
2. Labor for installation of low voltage system wiring and components unless provided equipment only.
3. Final termination of all system circuits at the main control panels.
4. System checkout and state certification.
5. System submittals including engineering and associated drawings.
6. Permit and permit fees (as applicable only).
7. The contract price shall be increased for any materials cost escalation imposed by material suppliers for cost changes imposed and effective more than ninety days subsequent to the date of acceptance of this proposal.

THIS PROPOSAL EXCLUDES THE FOLLOWING:

1. Raceway/conduit system: conduit, boxes, fittings, supports (J Hooks, etc.) & penetrations except as noted.
2. Any AC/electrical wiring, interlocks to interface relays and apparatus, and required power wiring as may be required for interface to proposed systems.
3. Conduit between buildings.
4. Bonding and associated costs.
5. Architectural or engineering design for subject proposal.
6. Service or repair (except as set forth in Miscellaneous paragraph 1 page 2 herein) unless provided by Advanced Cabling Systems under a separate agreement for the following service plans:
 - a. Maintenance and Testing Agreement
7. Monitoring (alarm), unless provided by Advanced Cabling Systems under separate contract.

MISCELLANEOUS INFORMATION/QUALIFICATIONS:

1. One year warranty on all system components, materials, and installation from the date of acceptance or beneficial use - whichever occurs first, excepting any parts, components or services provided by other supplier/contractor directly to the customer. The warranty period shall begin on the date of acceptance. An optional service contract offering continuing factory authorized service of the system after the initial warranty period is available. Warranty does not include repair of damage caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning, neglect, misuse or unauthorized alterations. Warranty service calls will be made during normal business hours (Monday through Friday, 8:00 a.m. - 5:00 p.m.) for no additional charge. Warranty calls made during non-business hours shall be billed to the customer at one and one-half the prevailing hourly service rate.
2. Advanced Cabling Systems may subcontract at its discretion.
3. Customer warrants that any plans submitted to Advanced Cabling Systems for compliance conform to any applicable governmental enactment or safety code.
4. Advanced Cabling Systems' limits of insurance are as noted:
 - a. General Liability - \$2,000,000.00 general aggregate
 - b. Automobile Liability - \$1,000,000.00 combined single limit
 - c. Umbrella Liability - \$10,000,000.00
 - d. Employee Liability - \$500,000.00
 - e. Workman's Compensation - Statutory
5. If customer requires additional insurance or other subrogation rights it will be at additional expense to customer and treated as a change order.
6. There will be no back charges without adequate written notice, ample time to rectify any associated condition, and prior acceptance and agreement of Advanced Cabling Systems.
7. The contract will be interpreted in accordance with the laws of the State of Arkansas.
8. All contract terms (proposal) and change orders must be in writing. There are no terms or conditions between the parties not in writing herein. Confirmation of change orders must be obtained in writing.
9. Any notices to Advanced Cabling Systems required under this agreement shall be considered delivered if mailed by certified mail to the following address: Advanced Cabling Systems, 3158 S 108th E Ave, Ste 250, Tulsa, OK 74146.
10. Advanced Cabling Systems' Oklahoma alarm license number is 1890.
11. Advanced Cabling Systems' Contractor's license number is 0072630419.

Regulated by:

**Alarm and Locksmith Program
Oklahoma Department of Labor
3017 N Stiles, Suite 100
Oklahoma City, Oklahoma 73105
Phone (405) 521-6100**

3158 S 108th E Ave, Ste 250
Tulsa, OK 74146

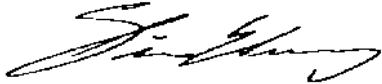
www.advancedcablingystems.com

877.814.8621

__5744__ : Advanced Cabling Systems

_____ Client

We appreciate the opportunity of furnishing our proposal and trust that we may be privileged to work with you on this project. Acceptance of this proposal and its conditions will be indicated by return (through mail or facsimile) of the signed proposal, or issuance of a purchase order or contract referencing this proposal number. Acceptance must be received within 30 days of the date of this proposal.

Date: 2/27/19

Advanced Cabling Systems, Inc

Accepted By: _____ Title: _____

Company: _____ Date: _____

Address: _____

Phone Number: _____ Company P.O. #: _____

Job Name:	FCM	Requested Days	0	Price Good For	30	Days
Change Order Request #	40					
Date:	03/15/19					
Description of Request:	RFI-OTB - Judges Remedy					

Equipment	Cost	MATERIAL SUBTOTAL	\$ 1,035.00	LABOR SUBTOTAL	\$ 1,256.00
Pump Truck	\$ 1,234.00	TAX @ 5% APPLICABLE	\$ 51.75	LABOR BURDEN 30%	\$ 376.80
Wheel Barrows	\$ 374.00	CCC'S MATERIAL TOTAL	\$ 1,086.75	CCC'S LABOR TOTAL	\$ 1,632.80
CCC's Equipment Total	\$ 1,610.00				

CREW BREAKDOWN		
Dwnt	Type	Cost/Hr.
(1) Foreman (3) Carpenters	A \$	83.00
(1) Foreman (7) Finishers	B \$	181.00
(2) Laborers	C \$	40.00
Laborer	D \$	-

CCC Self-Performed Work Totals			
CCC's Material Total		\$	1,055.00
CCC's Labor Total		\$	4,232.80
CCC's Equipment Total		\$	1,610.00
CCC's Direct Cost Total		\$	-
SUBTOTAL		\$	6,897.80
CCC's Builders Risk @	1.00%	\$	68.98
CCC's Insurance @	1.00%	\$	68.98
CCC's Allowable Bond Premium @	1.00%	\$	68.97
CCC's Profit & Overhead @	10.00%	\$	733.64
Self-Performed Work Totals (A)		\$	7,809.07
Subcontractor's Work Totals			
Subcontractor's Total		\$	-
SUBTOTAL		\$	-
CCC's Builders Risk @	1.00%	\$	-
CCC's Allowable Bond Premium @	1.00%	\$	-
CCC's Profit & Overhead @	5.00%	\$	-
Subcontractor's Work Totals (B)		\$	-

Solser, Schaefer: JUSTIN SACK 3/27/19

Stonebridge:

Tuis a Courty:

Tulsa County Family Center for Juvenile Justice C
500 West Archer Street
Tulsa, OK 74103

Project # 18OK25GGGD

RFI #: 078 Date Created: 2/12/2019

Answer Company	Answered By	Author Company	Authored By
		Crossland Construction Company, Inc. 420 S 145th E Ave Ste K Tulsa, OK 74108	Grant Goodwin

Co-Respondent	Author RFI Number
---------------	-------------------

Subject	Discipline	Category
Judges Ramps	Architectural	Clarifications

Cc:	Company Name	Contact Name	Copies	Notes
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Question Date Required: 2/19/2019

Judges ramp platform areas are shown to be 5'2 x 5'-0" on 102.1 and 102.2. A2, A4, and A5 on A802 show the concrete platform to butt up to the walls which would require the platforms to be roughly 8'x8'. Please advise.

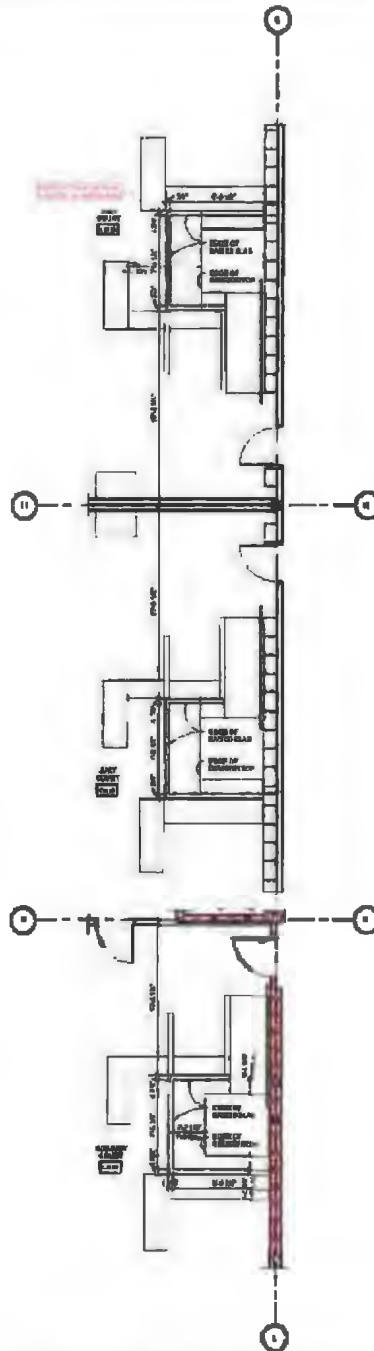
Suggestion

Answer Date Answered:

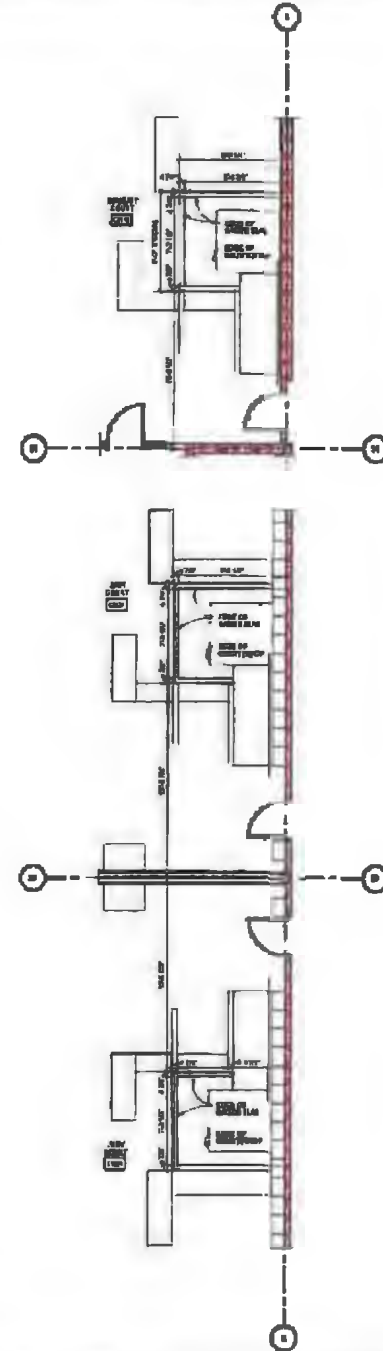
See the following page for detail and extents of extended platform.

2.22.19

Rachael Wilkerson, P.E., S.E.
Wallace Engineering



ENLARGED PLAN - COURTROOMS SOUTH



ENLARGED PLAN - COURTROOMS NORTH

Crossland Construction Co. Inc. Change Order Request

Job Name: PCJJ Requested Days 0 Price Good For 30 Days
 Change Order Request # 41
 Date: 05/06/19
 Description of Request: PR-010 - VA-19 - Solid Surface Countertops

CCC's Self Performed Work	Quantity	Unit	Unit Cost	Unit	Material Cost	Hours	Type of Crew	Manhour Cost
	0	ea	\$	-	\$	0	hr	\$
	0	ea	\$	-	\$	0	hr	\$
	0	ea	\$	-	\$	0	hr	\$
	0	ea	\$	-	\$	0	hr	\$
	0	ea	\$	-	\$	0	hr	\$
MATERIAL SUBTOTAL					\$	-		\$
TAX AS APPLICABLE 0.000%					\$	-		\$
CCC's MATERIAL TOTAL					\$	-		\$
LABOR SUBTOTAL					\$	-		\$
LABOR BURDEN 30%					\$	-		\$
CCC's LABOR TOTAL					\$	-		\$

Equipment	Cost
	\$
CCC's Equipment Total	\$

SUBCONTRACTORS	Description	Sub Pricing
Wood Systems	Revised Countertops Per PR-010	\$ 93,455.51 ✓
CBS	Revised Door C1004A & C1004B Color	\$ 350.00 ✓
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor's Total		\$ 93,805.51 ✓

CREW BREAKDOWN		
Quantity	Type	Cost / Hr
Steel Crew (5 w/ Leadman)	A	\$ -
(2) Carpenters & (3) Laborers	B	\$ -
(1) Operator & (1) Laborers	C	\$ -
Laborer	D	\$ -

CCC Direct Cost									
Description	Quantity	Unit	Cost	Unit	Mat/Equip. Cost	Hours	Rate	Labor Cost	
Job Superintendent	0	ea	\$	-	\$0.00	0	hr	\$	\$
Assistant Superintendent	0	ea	\$	-	\$0.00	0	hr	\$	\$
Overtime Pay	0	ea	\$	-	\$0.00	0	hr	\$	\$
Weekly Clean Up Expenses	0	ea	\$	-	\$0.00	0	hr	\$	\$
Estimating & Cost Analysis	0	ea	\$	-	\$0.00	0	hr	\$	\$
Field Office Trailer Expenses	0	Day	\$	-	\$0.00	0	hr	\$	\$
Jobsite Telephone/Fax	0	Day	\$	-	\$0.00	0	hr	\$	\$
Gas, Oil, Maintenance Expense	0	Day	\$	-	\$0.00	0	hr	\$	\$
Temporary Utilities	0	Day	\$	-	\$0.00	0	hr	\$	\$
Material Handling	0	ea	\$	-	\$0.00	0	hr	\$	\$
Permits, Licenses Fees, Dues	0	ea	\$	-	\$0.00	0	hr	\$	\$
Revised As-Built Drawings	0	ea	\$	-	\$0.00	0	hr	\$	\$
Safety Expense	0	ea	\$	-	\$0.00	0	hr	\$	\$
Travel Pay Expense	0	ea	\$	-	\$0.00	0	hr	\$	\$
Subsistence Expense	0	ea	\$	-	\$0.00	0	hr	\$	\$
Truck Fuel Expense	0	Day	\$	-	\$0.00	0	hr	\$	\$
Tool Expense	0	Day	\$	-	\$0.00	0	hr	\$	\$
Surveying Expense	0	ea	\$	-	\$0.00	0	hr	\$	\$
MATERIAL SUBTOTAL					\$	-			\$
TAX AS APPLICABLE 0.000%					\$	-			\$
CCC's MATERIAL TOTAL					\$	-			\$
LABOR SUBTOTAL					\$	-			\$
LABOR BURDEN 30%					\$	-			\$
LABOR TOTAL					\$	-			\$

CCC Self Performed Work Totals		
CCC's Material Total	\$	-
CCC's Labor Total	\$	-
CCC's Equipment Total	\$	-
CCC's Direct Cost Total	\$	-
SUBTOTAL		\$
CCC's Builders Risk @	1.00%	\$
CCC's Insurance @	1.00%	\$
CCC's Allowable Bond Premium @	1.00%	\$
CCC's Profit & Overhead @	10.00%	\$
Self Performed Work Totals (A)		\$
Subcontractor's Work Totals		
Subcontractor's Total	\$	93,805.51 ✓
SUBTOTAL		\$ 93,805.51 ✓
CCC's Builders Risk @	1.00%	\$ 939.06 ✓
CCC's Allowable Bond Premium @	1.00%	\$ 947.44 ✓
CCC's Profit & Overhead @	5.00%	\$ 4,784.53 ✓
Subcontractor's Work Totals (B)		\$ 100,475.53 ✓

CCC's Total Price For Change (A+B)	\$ 100,475.53 ✓
------------------------------------	-----------------

Notes:
 PRICING WAS REVISED
 SIGNIFICANTLY AND
 NOW FALLS IN LINE
 WITH ORIGINAL
 ESTIMATE.

Seller Signature: JUSTIN SACK 5/9/2019

Notarize:

Tulsa County:

Job Name:	FCJJ	Requested Days	0	Price Good For	30	Days
Change Order Request #	41					
Date:	05/06/19					
Description of Request:	PR-010 - VA-19 - Solid Surface Countertops					

[illegible]

CREW BREAKDOWN		
Quantity	Type	Cost/ Hr
Steel Crew (5 w/ Leadman)	A	\$ -
(2) Carpenters & (3) Laborers	B	\$ -
(1) Operator & (1) Laborers	C	\$ -
Laborer	D	\$ -

CCC Direct Cost										
Description	Quantity	Unit	Cost	Unit	Mat./Equip. Cost	Hours	Rate		Labor Cost	
Job Superintendent	0		\$	-	0	\$0.00	0	hr	\$	-
Assistant Superintendent	0	0	\$	-	0	\$0.00	0	hr	\$	-
Overtime Pay	0	0	\$	-	0	\$0.00	No		0	\$
Weekly Clean Up Expense	0	0	\$	-	0	\$0.00	0	hr	\$	-
Estimating & Cost Analysis	0	0	\$	-	0	\$0.00	0	hr	\$	-
Field Office Trailer Expense	0	Day	\$	-	Day	\$0.00	0		\$	-
Jobsite Telephone/Fax	0	Day	\$	-	Day	\$0.00	0		\$	-
Gas/Oil Maintenance Expense	0	Day	\$	-	Day	\$0.00	0		\$	-
Temporary Utilities	0	Day	\$	-	Day	\$0.00	0		\$	-
Material Handling	0	0	\$	-	0	\$0.00	0	hr	\$	-
Permits, Licenses, Fees, Dues	0	0	\$	-	0	\$0.00	0	0	\$	-
Revised As-Built Drawings	0	0	\$	-	0	\$0.00	0	hr	\$	-
Safety Expense	0	0	\$	-	0	\$0.00	0	hr	\$	-
Travel Pay Expense	0	0	\$	-	0	\$0.00	0	hr	\$	-
Subsistence Expense	0	0	\$	-	0	\$0.00	0		\$	-
Truck/ Fuel Expense	0	Day	\$	-	Day	\$0.00	0		\$	-
Tool Expense	0	Day	\$	-	Day	\$0.00	0		\$	-
Surveying Expense	0	0	\$	-	0	\$0.00	0		\$	-
	0	0	\$	-	0	\$0.00	0		\$	-
MATERIAL SUBTOTAL						\$			\$	-
TAX AS APPLICABLE						0.000%			\$	-
CCC's MATERIAL TOTAL						\$			\$	-
							LABOR SUBTOTAL		\$	-
							LABOR BURDEN 30%		\$	-
							LABOR TOTAL		\$	-

CCC Self Performed Work Totals			
CCC's Material Total		\$	-
CCC's Labor Total		\$	-
CCC's Equipment Total		\$	-
CCC's Direct Cost Total		\$	-
SUBTOTAL		\$	-
CCC's Builders Risk @	1.00%	\$	-
CCC's Insurance @	1.00%	\$	-
CCC's Allowable Bond Premium @	1.00%	\$	-
CCC's Profit & Overhead @	10.00%	\$	-
Self Performed Work Totals (A)		\$	-
Subcontractor's Work Totals			
Subcontractor's Total		\$	93,805.51
SUBTOTAL		\$	93,805.51
CCC's Builders Risk @	1.00%	\$	938.06
CCC's Allowable Bond Premium @	1.00%	\$	947.44
CCC's Profit & Overhead @	5.00%	\$	4,784.55
Subcontractor's Work Totals (B)		\$	100,475.55

CCC's Total Price For Change (A+B)	\$	100,475.55	✓
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Seller Address: JUSTIN SACK 5/9/2019

Stonebridge: _____

Tulsa County: _____

Notes:

PRICING WAS REVISED SIGNIFICANTLY AND NOW FALLS IN LINE WITH ORIGINAL ESTIMATE.



WOOD ESTD 1988
SYSTEMS

Change Proposal *

Date 04/29/19

To: Crossland Construction - Tulsa
14149 East Admiral Place
Tulsa, OK 74116

Ship To: Family Center For Juvenile Justice
500 West Archer
Tulsa , OK 74103

Phone (918) 712-1441
Fax (918) 712-2044

Attention : n/a
Project Desc. : Tulsa County Family Justice Center TW
Terms : n/a
Delivery Date : n/a

Project Id : 2732
Ship Via : Our Truck
P.O. Number : n/a
Salesperson : Jim Johnson

Description	Selling Price
-------------	---------------

Alternates / Change Orders / Exclusions

CO - PR#10 VE Quartz Revised spec'd SS2

Add Tack Panel

Add Tack Panel	\$ 5,040.50
----------------	-------------

Delete PI tops

Delete PI tops	\$ -12,500.75
----------------	---------------

Add Quartz tops

Add Quartz tops	\$ 100,915.76
-----------------	---------------

CO - PR#10 VE Quartz Revised spec'd SS2	\$ 93,455.51
---	--------------

George Cleveland

From: Justin Sack <jsack@selserschaefer.com>
Sent: Tuesday, April 23, 2019 10:37 AM
To: George Cleveland; Grant Goodwin
Subject: RE: PR 010

[EXTERNAL EMAIL]

Grant, we have reviewed the revised pricing for PR-010 for the Value Added Solid Surface Countertops. The revised cost is better, but still beyond what we feel is reasonable for the change, and \$35K more than the estimate provided previously when we were identifying which value added items to pursue.

The second cost provided was closer to the original estimate, but included some alternate quartz products. Upon review of the provided samples, we would be comfortable moving forward with the proposed alternate for SS-3 (Carrara Marmi) and SS-7 (Samoa Grey). However, the alternate for SS-2 does not meet the desired aesthetic and we'd prefer utilizing the SS-2 identified in the Finish Legend.

Please update COR-041 according to the direction provided above and submit for review. Call with any questions. Thank you.

Justin Sack, Assoc. AIA, LEED AP BD+C

SELSE SCHAEFER ARCHITECTS

918.587.2282 | 918.728.6120 direct | 918.633.1571 mobile

From: George Cleveland <gcleveland@crossland.com>
Sent: Friday, April 19, 2019 7:33 AM
To: Justin Sack <jsack@selserschaefer.com>
Cc: Grant Goodwin <ggoodwin@crossland.com>
Subject: FW: PR 010

Justin,

Please see email below and pricing from wood systems. Should I request a sample of the VE option?

From: Tim Wipf <TimW@woodsyste.ms.net>
Sent: Friday, April 19, 2019 6:08 AM
To: Grant Goodwin <ggoodwin@crossland.com>; George Cleveland <gcleveland@crossland.com>
Subject: PR 010

[EXTERNAL EMAIL]

The first attachment shows pricing using the selected quartz. We were able to reduce the price but not to the level of the Corian pricing. We reviewed this from several angles yesterday and concluded the price of the selected quartz is \$4-\$8 higher than the Corian, but the fabrication and install for quartz is significantly higher. There is also more waste with quartz than Corian.

The second attachment shows the price for a VE option using another line of quartz that is a close match. I have samples of the VE quartz available.

Please let us know which option is acceptable

Change Order



CBS MANHATTAN, LLC

9150 Green Valley Drive, Manhattan, KS 66502
PHONE: (785) 537-4935
FAX: (785) 537-8870

Kansas City Metro
1196 Tonganoxie Road
Tonganoxie, KS 66066
(913) 845-5345

Oklahoma City, OK
P.O. Box 18898
Oklahoma City, OK 73154
(405) 528-7890

Job: Family Center Juvi Justice Date: 3/4/2019
Location: Tulsa, OK Architect: Selzer Schaefer

Change Order #1 - PR10

PR-10:

*Requests PLAM color change at wood doors C1004A, C1004B to Formica Platinum

This is a new color for the doors that doesn't appear on any previously scheduled doors.

For every new door color there is a set-up charge from the wood door manufacturer of \$350.00

Change Order Total:

ADD: \$ 350.00

TERMS: NET 30 DAYS

PAGE 1 OF 1

All orders, contracts, and deliveries subject to credit approval. Quotation is made for immediate acceptance. Deliveries are contingent on strikes, accidents, delays of common carriers or other causes. Claims for damages or shortages must be noted on delivery papers or freight bills.

Accepted: _____

Date: _____

By: _____

CBS MANHATTAN, LLC

Quoted By: Derek Rosenbeck

Crossland Construction Co. Inc. Change Order Request

Job Name: **PCJ** Requested Days: **28** Price Good For: **30** Days
 Change Order Request #: **49**
 Date: **05/06/19**
 Description of Request: **PR-013 - VA-17 - Terrace Flooring at Lobby**

CCC's Self Performed Work	Quantity	Unit	Unit Cost	Unit	Material Cost	Hours	Type of Crew	Manpower Cost
	0	sq	\$		\$	0	hr	\$
	0	sq	\$		\$	0	hr	\$
	0	sq	\$		\$	0	hr	\$
	0	sq	\$		\$	0	hr	\$
	0	sq	\$		\$	0	hr	\$
MATERIAL SUBTOTAL					\$			\$
TAX AS APPLICABLE 0.000%					\$			\$
CCC's MATERIAL TOTAL					\$			\$
LABOR SUBTOTAL					\$			\$
LABOR BURDEN 20%					\$			\$
CCC's LABOR TOTAL					\$			\$

SUBCONTRACTORS	Description	Sub Price
American TerraZz Ceram	Terrazzo Flooring For PR-013	\$ 188,550.90
Carroll's Commercial Floors	Tile Grout For PR-013	\$ 71,765.04
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor's Total		\$ 127,685.96

CREW BREAKDOWN		
Quantity	Type	Cost / Hr
5/2 Crew 5w/Leadman	A	\$ -
12/2 Crew 5w/Leadman	B	\$ -
11/2 Crew 5w/Leadman	C	\$ -
10/2 Crew 5w/Leadman	D	\$ -

CCC Direct Cost	Quantity	Unit	Cost	Unit	Material Cost	Hours	Rate	Labor Cost
Job Superintendent	0	hr	\$	0	\$0.00	0	hr	\$
Assistant Superintendent	0	hr	\$	0	\$0.00	0	hr	\$
Overtime Pay	0	hr	\$	0	\$0.00	0	hr	\$
Weekly Clean Up Expense	0	hr	\$	0	\$0.00	0	hr	\$
Electrifying & Cost Analysis	0	hr	\$	0	\$0.00	0	hr	\$
Field Office Trailer Expense	0	Day	\$	0	\$0.00	0	Day	\$
Portable Telephone/Fax	0	Day	\$	0	\$0.00	0	Day	\$
Gas Oil Maintenance Expense	0	Day	\$	0	\$0.00	0	Day	\$
Temporary Utilities	0	Day	\$	0	\$0.00	0	Day	\$
Material Handling	0	hr	\$	0	\$0.00	0	hr	\$
Permits, Licenses, Fees, Dues	0	hr	\$	0	\$0.00	0	hr	\$
Revised As-Built Drawings	0	hr	\$	0	\$0.00	0	hr	\$
Safety Expense	0	hr	\$	0	\$0.00	0	hr	\$
Travel Pay Expense	0	hr	\$	0	\$0.00	0	hr	\$
Substance Expense	0	hr	\$	0	\$0.00	0	hr	\$
Travel Fuel Expense	0	Day	\$	0	\$0.00	0	Day	\$
Tool Expense	0	Day	\$	0	\$0.00	0	Day	\$
Surveying Expense	0	Day	\$	0	\$0.00	0	Day	\$
MATERIAL SUBTOTAL					\$			\$
TAX AS APPLICABLE 0.000%					\$			\$
CCC's MATERIAL TOTAL					\$			\$
LABOR SUBTOTAL					\$			\$
LABOR BURDEN 30%					\$			\$
LABOR TOTAL					\$			\$

CCC Self Performed Work Totals		
CCC's Material Total	\$	-
CCC's Labor Total	\$	-
CCC's Equipment Total	\$	-
CCC's Direct Cost Total	\$	-
SUBTOTAL		
CCC's Builders Risk @ 1.00%	\$	-
CCC's Insurance @ 1.00%	\$	-
CCC's Allowable Bond Premium @ 1.00%	\$	-
CCC's Profit & Overhead @ 10.00%	\$	-
Self Performed Work Totals (A)		
Subcontractor's Risk Totals		
Subcontractor's Total	\$	127,685.96
SUBTOTAL		
CCC's Builders Risk @ 1.00%	\$	1,276.86
CCC's Allowable Bond Premium @ 1.00%	\$	1,276.86
CCC's Profit & Overhead @ 5.00%	\$	6,512.62
Subcontractor's Work Totals (B)		

CCC's Total Price Per Change (A+B)	\$	136,765.07
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Notes:
 ASSOCIATED COST HAS BEEN REVIEWED AND APPEARS REASONABLE FOR VALUE ADDED CHANGE. EMAIL BREAKDOWN PROVIDED TO TEAM 5/15.

Order Schedule: **JUSTIN SACK 5/15/19**
 Signatures: **Real Subcontract 5/15/19**
 Tolls County: **John M. Zutter 5/20/19**

Crossland Construction Co. Inc. Change Order Request

Job Name:	FCJJ	Requested Days	28	Price Good For	30 Days
Change Order Request #	49				
Date:	05/06/19				
Description of Request:	PR-013 - VA-17 - Terrazzo Flooring at Lobby				

CCC's Self Performed Work	Quantity	Unit	Unit Cost	Unit	Material Cost	Hours	Type of Crew	Manhour Cost
	0	ea	\$	-	\$	0	hr	\$
	0	ea	\$	-	\$	0	hr	\$
	0	ea	\$	-	\$	0	hr	\$
	0	\$	-	\$	-	0	hr	\$
	0	\$	-	\$	-	0	hr	\$
MATERIAL SUBTOTAL					\$	-		\$
TAX AS APPLICABLE 0.000%					\$	-		\$
CCC's MATERIAL TOTAL					\$	-		\$
Equipment	Cost							
	\$	-						
CCC's Equipment Total					\$	-		\$
LABOR SUBTOTAL					\$	-		\$
LABOR BURDEN 30%					\$	-		\$
CCC's LABOR TOTAL					\$	-		\$

SUBCONTRACTORS	Description	Sub Pricing
American Terrazzo Company	Terrazzo Flooring Per PR-013	\$ 199,450.00 ✓
Carroll's Commercial Floors	Tile Credit Per PR-013	\$ (71,764.04) ✓
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor's Total		\$ 127,685.96 ✓

CREW BREAKDOWN		
Quantity	Type	Cost / Hr
Steel Crew (5 w/ Leadman)	A	\$ -
(2) Carpenters & (3) Laborers	B	\$ -
(1) Operator & (1) Laborers	C	\$ -
Laborer	D	\$ -

CCC Direct Cost								
Description	Quantity	Unit	Cost	Unit	Mat./Equip. Cost	Hours	Rate	Labor Cost
Job Superintendent	0		\$	-	\$0.00	0	hr	\$
Assistant Superintendent	0	0	\$	-	\$0.00	0	hr	\$
Overtime Pay	0	0	\$	-	\$0.00	No	0	\$
Weekly Clean Up Expense	0	0	\$	-	\$0.00	0	hr	\$
Estimating & Cost Analysis	0	0	\$	-	\$0.00	0	hr	\$
Field Office Trailer Expense	0	Day	\$	-	\$0.00	0	\$	\$
Jobsite Telephone/Fax	0	Day	\$	-	\$0.00	0	\$	\$
Gas/Oil/Maintenance Expense	0	Day	\$	-	\$0.00	0	\$	\$
Temporary Utilities	0	Day	\$	-	\$0.00	0	\$	\$
Material Handling	0	0	\$	-	\$0.00	0	hr	\$
Permits, Licenses, Fees, Dues	0	0	\$	-	\$0.00	0	0	\$
Revised As-Built Drawings	0	0	\$	-	\$0.00	0	hr	\$
Safety Expense	0	0	\$	-	\$0.00	0	hr	\$
Travel Pay Expense	0	0	\$	-	\$0.00	0	hr	\$
Subsistence Expense	0	0	\$	-	\$0.00	0	\$	\$
Truck/Fuel Expense	0	Day	\$	-	\$0.00	0	\$	\$
Tool Expense	0	Day	\$	-	\$0.00	0	\$	\$
Surveying Expense	0	0	\$	-	\$0.00	0	\$	\$
	0	0	\$	-	\$0.00	0	\$	\$
MATERIAL SUBTOTAL					\$	-		\$
TAX AS APPLICABLE 0.000%					\$	-		\$
CCC's MATERIAL TOTAL					\$	-		\$
LABOR SUBTOTAL					\$	-		\$
LABOR BURDEN 30%					\$	-		\$
LABOR TOTAL					\$	-		\$

CCC Self Performed Work Totals			
CCC's Material Total		\$	-
CCC's Labor Total		\$	-
CCC's Equipment Total		\$	-
CCC's Direct Cost Total		\$	-
SUBTOTAL		\$	-
CCC's Builders Risk @	1.00%	\$	-
CCC's Insurance @	1.00%	\$	-
CCC's Allowable Bond Premium @	1.00%	\$	-
CCC's Profit & Overhead @	10.00%	\$	-
Self Performed Work Totals (A)		\$	-
Subcontractor's Work Totals			
Subcontractor's Total		\$	127,685.96
SUBTOTAL		\$	127,685.96
CCC's Builders Risk @	1.00%	\$	1,276.86
CCC's Allowable Bond Premium @	1.00%	\$	1,289.63
CCC's Profit & Overhead @	5.00%	\$	6,512.62
Subcontractor's Work Totals (B)		\$	136,765.07

CCC's Total Price For Change (A+B)	\$ 136,765.07 ✓
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Notes:

ASSOCIATED COST HAS BEEN REVIEWED AND APPEARS REASONABLE FOR VALUE ADDED CHANGE. EMAIL BREAKDOWN PROVIDED TO TEAM 5/15.

Seller/Owner: JUSTIN SACK 5/15/19

Stonebridge:

Texas County:

AMERICAN TERRAZZO COMPANY, LTD.

309 Gold Street, Garland, Texas 75042
972-272-8084 Phone 972-276-4736 Fax
www.americanterrazzo.com

***** BID PROPOSAL *****

TO: George Cleveland
Crossland Construction

PHONE:
FAX:
DATE: 04.26.19

PLEASE CONSIDER OUR BID FOR FURNISHING AND INSTALLING WORK IN THE PROJECT NAMED BELOW. PLANS AND SPECIFICATIONS PREPARED BY THE ARCHITECTS:

PROJECT

Family Center for Juvenile Justice
Tulsa, OK

SCOPE/AREAS OF WORK

Furnish all necessary labor, material, equipment, and supervision required to install 3/8" epoxy terrazzo flooring with a 3-color pattern. Moisture mitigation system. Full coverage crack isolation membrane. 4" high terrazzo coved integral base. 1/8" zinc divider strips. 8 ft diameter logo design. Bond cost included

BID

Base Bid: \$ 199,450.00

Cost of Logo (included in base bid): \$ 3,000.00

EXCLUSIONS

Power for equipment - 480 & 220, major floor prep and leveling, protection of finished terrazzo, sales tax, substrate at terrazzo base, elevator cab interiors, terrazzo stair treads/risers.

BOND PREMIUM: ADD PREMIUM IF REQUIRED (RATES ARE ON NEXT PAGE)

***** CONDITIONS OF BID *****

ACCEPTANCE OF BID SUBJECT TO TERMS AND CONDITIONS AS SET FORTH ON PAGE #2, ON BACK. MUST BE WITHIN THIRTY (30) DAYS OF THIS DATE, AND BID IS VOID THEREAFTER AT THE OPTION OF AMERICAN TERRAZZO COMPANY. OUR BID PROPOSAL SHALL BE MADE A PART OF ANY SUBSEQUENT AGREEMENT.

ACCEPTED BY:

SUBMITTED BY:

SIGNATURE

DATE

NICK FLABIANO, ESTIMATOR

(SIGNED ORIGINALS OF TELECOPIER-TRANSMITTED BIDS WILL BE MAILED THE SAME DAY)

TERMS AND CONDITIONS OF BID

THIS BID FROM: AMERICAN TERRAZZO COMPANY, GARLAND, TEXAS IS SUBJECT TO: THE TERMS AND CONDITIONS SET OUT BELOW

01. **TERMS OF PAYMENT:** Payment to us is NOT contingent upon payment to you from the owner. If not covered by the specifications on or before the 15th of the month following our request, we shall receive payment from you for the total value of materials delivered at the job site and work in place, less retainage as stipulated in the prime contract. You will withhold no greater percentage retainage from us than the owner withholds from you.
02. **INSURANCE:** Liability insurance will be evidenced on a certificate (accord or other standard form). Our insurance will not be primary to the insurance carried by the contractor or any other subcontractor. Endorsements for additional insureds and waivers of subrogation will not be added to our policy.
03. **HOLD HARMLESS/INDEMNITY PROVISIONS:** Our liability will be limited to the maximum of our insurance coverage and to the extent that we are liable.
04. **SURETY BONDS:** If bonds are required of us, the premium will be paid by you (our current rates will be given to you upon request).
05. **FACILITIES:** Adequate heat, potable water, hoisting facilities and operator light and electrical current and connections for Terrazzo-grinding equipment will be provided by you at no cost to us. Excluded from this bid are prorated charges for any items, for example, but not limited to: telephone, toilet facilities, watchmen, temporary structures, etc.
06. **DEMOLITION/FLOOR PREPARATION:** Unless stated in the scope of work or inclusions, demolition and/or preparation work are not included in our bid. Only normal slab preparation in accordance with N.T.M.A. specifications for the type of installation involved is included in our bid.
07. **SLAB CONDITIONS:** Any concrete slab over which we are to install a thin-set or bonded-to-concrete system shall be structurally sound, coarse-broom finished, and free of any fins, ridges or voids. Slab must be water cured: NO LIQUID CURING AGENTS MAY BE USED. Slab must be free of all surface contaminants and level, or with required slopes to drain. Any work necessary to correct conditions will be done as an extra to our contract following issuance of a change order for a mutually agreeable amount. Epoxy terrazzo floor installations - the owner, architect, engineer or general contractor is responsible for providing adequate vapor barriers to ensure the concrete substrate is not defective due to moisture vapor transmission, hydrostatic pressure or moisture within the concrete slab.
08. **SUBSTRATA:** Unless stated in the scope of work or inclusions, we are not responsible for any substrata that are out of tolerance.
09. **GRADES:** All necessary grades, levels or benchmarks shall be furnished by you at no cost to us.
10. **DAMAGE TO OUR WORK:** Should damage be done during construction by persons or forces other than our own work force, any patching or remedial work required will be done as an extra to our contract following issuance of a change order for a mutually agreeable amount.
11. **CLEANING/WORK AREA:** During our activity on the project, the slush and rubbish generated by our work will be removed to an on-site area designated by you for removal by others at no cost to us.
12. **CLEANING/THE WORK:** Upon its completion, our work will be thoroughly cleaned, which will complete our contract. Any further cleaning made necessary by others will be done as an extra to our contract following issuance of a change order for a mutually agreeable amount.
13. **BACKCHARGES:** Only backcharges with substantive backup, and our written agreement at the time assessed, will be accepted by us.
14. **LIQUIDATED DAMAGES:** We will not accept liquidated damages unless agreed upon in the contract, and then only that portion for which we are liable, and only to the extent damages will be paid by you to the owner.
15. **ACCEPTANCE:** This bid proposal is subject to acceptance within 30 days from the date signed by us and, at our option, is voidable thereafter.

Carroll's Commercial Floors, Inc.

11408 E 19th St

Tulsa, OK 74128

Telephone: 918-376-9885 Fax: 918-376-9818

Proposal 3 PR013

Proposal

Date 5/3/19

Customer:	Job Site:
Crossland	Juvenile Justice
	Tulsa, OK
	500 West Archer
	Tulsa
Attn: Grant Goodwin	Telephone: 918-430-4591
	Email: ggoodwin@crossland.com

					unit	Total
Lobby Area						
-2968	SF	PCT-1A: Crossville,Crossville,Notorious Porcelain Stone,,Private Eye Ups,NTR02,24"X36",Units/ctn 11.64SF	\$	10.91	\$	(32,379.99)
-1935	SF	PCT-1B: Crossville,Crossville,Notorious Porcelain Stone,,Private Eye Ups,NTR02,24"X24",Units/ctn 15.48SF	\$	10.29	\$	(19,906.71)
-838	SF	PCT-2A: Crossville,Crossville,Notorious Porcelain Stone,,Private Eye Ups,NTR02,12"X24",Units/ctn 15.52SF	\$	9.74	\$	(8,163.15)
-100	SF	PCT-2B: Crossville,Crossville,Notorious Porcelain Stone,,Suspense,NTR04,12"X24",Units/ctn 10SF	\$	9.45	\$	(945.00)
-117	Bags	Thinset: ,,,,,,Units/ctn 1Bags	\$	24.48	\$	(2,864.14)
-12	Bags	Grout: ,,,,,,Units/ctn 1Bags	\$	42.84	\$	(514.08)
Total						\$ (64,773.05)

Restrooms C1007, C1008, C1009						
-352	SF	PCT-1B: Crossville,Crossville,Notorious Porcelain Stone,,Private Eye Ups,NTR02,24"X24",Units/ctn 15.48SF	\$	10.29	\$	(3,621.27)
-252	SF	PCT-1-2A: Crossville,Crossville,Notorious Porcelain Stone,,Private Eye Ups,NTR02,12"X24",Units/ctn 15.52SF	\$	9.74	\$	(2,454.56)
-12	Bags	Thinset: ,,,,,,Units/ctn 1Bags	\$	24.48	\$	(293.76)
-1	Bags	Epoxy Grout	\$	552.05	\$	(552.05)
Total						\$ (6,921.64)

Reception C1004						
-19	SY	CPT-1 LABOR ONLY Carpet has been ordered already		3.65	\$	(69.35)
Total						\$ (69.35)

Grand Total \$ (71,764.04) ✓

Crossland Construction Co. Inc. Change Order Request

Job Name:	FCJ1	Requested Days	0	Price Good For	30 Days
Change Order Request #	52				
Date:	05/16/19				
Description of Request:	PR-029 - Emergency Power-Off Devices At Hot Water Heaters				

CCC's Self Performed Work	Quantity	Unit	Unit Cost	Unit	Material Cost	Hours	Type of Crew	Manhour Cost
	0	ea	\$	-	\$	0	hr	\$
	0	ea	\$	-	\$	0	hr	\$
	0	ea	\$	-	\$	0	hr	\$
	0	\$	-	\$	-	0	hr	\$
	0	\$	-	\$	-	0	hr	\$
MATERIAL SUBTOTAL					\$	-		\$
TAX AS APPLICABLE 0.0000%					\$	-		\$
CCC's MATERIAL TOTAL					\$	-		\$
Equipment	Cost							
CCC's Equipment Total	\$	-						\$
LABOR SUBTOTAL					\$	-		\$
LABOR BURDEN 30%					\$	-		\$
CCC's LABOR TOTAL					\$	-		\$

Subcontractors	Description	Sub Pricing
Third Generation Electric	EPO Devices At Hot Water Heaters	\$ 2,843.74
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor's Total		\$ 2,843.74

CREW BREAKDOWN		
Quantity	Type	Cost / Hr
Slow Crew (5 w/ Leadman)	A	\$ -
(2) Carpenters & (3) Laborers	B	\$ -
(1) Carpenter & (1) Laborers	C	\$ -
Laborer	D	\$ -

CCC Direct Cost								
Description	Quantity	Unit	Cost	Unit	Mat/Equip. Cost	Hours	Rate	Labor Cost
Job Superintendent	0	\$	-	0	\$0.00	0	hr	\$
Assistant Superintendent	0	\$	-	0	\$0.00	0	hr	\$
Overtime Pay	0	\$	-	0	\$0.00	No		\$
Weekly Clean Up Expense	0	\$	-	0	\$0.00	0	hr	\$
Estimating & Cost Analysis	0	\$	-	0	\$0.00	0	hr	\$
Field Office Trailer Expense	0	Day	-	Day	\$0.00	0	\$	\$
Job Site Telephone/Fax	0	Day	-	Day	\$0.00	0	\$	\$
Gas Oil Maintenance Expense	0	Day	-	Day	\$0.00	0	\$	\$
Temporary Utilities	0	Day	-	Day	\$0.00	0	\$	\$
Material Handling	0	\$	-	0	\$0.00	0	hr	\$
Permits, Licenses, Fees Dues	0	\$	-	0	\$0.00	0	\$	\$
Revised As-Built Drawings	0	\$	-	0	\$0.00	0	hr	\$
Safety Expense	0	\$	-	0	\$0.00	0	hr	\$
Travel Pay Expense	0	\$	-	0	\$0.00	0	hr	\$
Subsistence Expense	0	\$	-	0	\$0.00	0	\$	\$
Truck Fuel Expense	0	Day	-	Day	\$0.00	0	\$	\$
Tool Expense	0	Day	-	Day	\$0.00	0	\$	\$
Surveying Expense	0	\$	-	0	\$0.00	0	\$	\$
	0	\$	-	0	\$0.00	0	\$	\$
MATERIAL SUBTOTAL					\$	-		\$
TAX AS APPLICABLE 0.0000%					\$	-		\$
CCC's MATERIAL TOTAL					\$	-		\$
LABOR SUBTOTAL					\$	-		\$
LABOR BURDEN 30%					\$	-		\$
LABOR TOTAL					\$	-		\$

CCC Self Performed Work Totals	
CCC's Material Total	\$ -
CCC's Labor Total	\$ -
CCC's Equipment Total	\$ -
CCC's Direct Cost Total	\$ -
SUBTOTAL	
CCC's Builders Risk @ 1.00%	\$ -
CCC's Insurance @ 1.00%	\$ -
CCC's Allowable Bond Premium @ 1.00%	\$ -
CCC's Profit & Overhead @ 10.00%	\$ -
Self Performed Work Totals (A)	
Subcontractor's Work Totals	
Subcontractor's Total	\$ 2,843.74
SUBTOTAL	
CCC's Builders Risk @ 1.00%	\$ 28.44
CCC's Allowable Bond Premium @ 1.00%	\$ 28.72
CCC's Profit & Overhead @ 10.00%	\$ 145.04
Subcontractor's Work Totals (B)	
CCC's Total Price For Change (A+B)	
\$ 3,045.94	

Notes:
PROPOSED COST WAS REVIEWED BY P+G AND RETURNED 5/16/19 AS REASONABLE FOR ASSOCIATED CHANGE.

Sdary Schaefer: JUSTIN SACK 5/16/19
Stonchridge: Reel Adverts 5/19/19
Talia County: J. H. Patterson 5-20-19

Crossland Construction Co. Inc. Change Order Request

Job Name:	FCJJ	Requested Days	0	Price Good For	30 Days
Change Order Request #	52				
Date:	05/06/19				
Description of Request:	P2-029 - Emergency Power-Off Devices At Hot Water Heaters				

CCC's Self Performed Work	Quantity	Unit	Unit Cost	Unit	Material Cost	Hours	Type of Crew	Manhour Cost	
	0	ea	\$ -		\$ -	0 hr	hr	\$ -	
	0	ea	\$ -		\$ -	0 hr	hr	\$ -	
	0	ea	\$ -		\$ -	0 hr	hr	\$ -	
	0	\$	\$ -		\$ -	0 hr	hr	\$ -	
	0	\$	\$ -		\$ -	0 hr	hr	\$ -	
MATERIAL SUBTOTAL					\$ -	LABOR SUBTOTAL			\$ -
TAX AS APPLICABLE 0.000%					\$ -	LABOR BURDEN 30%			\$ -
CCC's MATERIAL TOTAL					\$ -	CCC's LABOR TOTAL			\$ -
Equipment	Cost								
	\$ -								
CCC's Equipment Total	\$ -								

SUBCONTRACTORS	Description	Sub Pricing
Third Generation Electric	EPO Devices At Hot Water Heaters	\$ 2,843.74
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor's Total		\$ 2,843.74

CREW BREAKDOWN		
Quantity	Type	Cost / Hr
Steel Crew (5 w/ Leadman)	A	\$ -
(2) Carpenters & (3) Laborers	B	\$ -
(1) Operator & (1) Laborers	C	\$ -
Laborer	D	\$ -

CCC Direct Cost									
Description	Quantity	Unit	Cost	Unit	Mat./Equip. Cost	Hours	Rate	Labor Cost	
Job Superintendent	0		\$ -	0	\$0.00	0 hr	\$ -	\$ -	
Assistant Superintendent	0	0	\$ -	0	\$0.00	0 hr	\$ -	\$ -	
Overtime Pay	0	0	\$ -	0	\$0.00	No	0	\$ -	
Weekly Clean Up Expense	0	0	\$ -	0	\$0.00	0 hr	\$ -	\$ -	
Estimating & Cost Analysis	0	0	\$ -	0	\$0.00	0 hr	\$ -	\$ -	
Field Office Trailer Expense	0	Day	\$ -	Day	\$0.00	0	\$ -	\$ -	
Jobsite Telephone/Fax	0	Day	\$ -	Day	\$0.00	0	\$ -	\$ -	
Gas/Oil Maintenance Expense	0	Day	\$ -	Day	\$0.00	0	\$ -	\$ -	
Temporary Utilities	0	Day	\$ -	Day	\$0.00	0	\$ -	\$ -	
Material Handling	0	0	\$ -	0	\$0.00	0 hr	\$ -	\$ -	
Permits, Licenses, Fees, Dues	0	0	\$ -	0	\$0.00	0 0	\$ -	\$ -	
Rented As-Built Drawings	0	0	\$ -	0	\$0.00	0 hr	\$ -	\$ -	
Safety Expense	0	0	\$ -	0	\$0.00	0 hr	\$ -	\$ -	
Travel Pay Expense	0	0	\$ -	0	\$0.00	0 hr	\$ -	\$ -	
Subsistence Expense	0	0	\$ -	0	\$0.00	0	\$ -	\$ -	
Truck/ Fuel Expense	0	Day	\$ -	Day	\$0.00	0	\$ -	\$ -	
Tool Expense	0	Day	\$ -	Day	\$0.00	0	\$ -	\$ -	
Surveying Expense	0	0	\$ -	0	\$0.00	0	\$ -	\$ -	
	0	0	\$ -	0	\$0.00	0	\$ -	\$ -	
MATERIAL SUBTOTAL					\$ -	LABOR SUBTOTAL			\$ -
TAX AS APPLICABLE 0.000%					\$ -	LABOR BURDEN 30%			\$ -
CCC's MATERIAL TOTAL					\$ -	LABOR TOTAL			\$ -

CCC Self Performed Work Totals	
CCC's Material Total	\$ -
CCC's Labor Total	\$ -
CCC's Equipment Total	\$ -
CCC's Direct Cost Total	\$ -
SUBTOTAL	\$ -
CCC's Builders Risk (a)	1.00% \$ -
CCC's Insurance (a)	1.00% \$ -
CCC's Allowable Bond Premium (a)	1.00% \$ -
CCC's Profit & Overhead (a)	10.00% \$ -
Self Performed Work Totals (A)	\$ -
Subcontractor's Work Totals	
Subcontractor's Total	\$ 2,843.74
SUBTOTAL	\$ 2,843.74
CCC's Builders Risk (a)	1.00% \$ 28.44
CCC's Allowable Bond Premium (a)	1.00% \$ 28.72
CCC's Profit & Overhead (a)	5.00% \$ 143.64
Subcontractor's Work Totals (B)	\$ 3,045.94

CCC's Total Price For Change (A+B)	\$ 3,045.94
------------------------------------	-------------

Notes:
PROPOSED COST WAS REVIEWED BY P+G AND RETURNED 5/16/19 AS REASONABLE FOR ASSOCIATED CHANGE.

Scholar Scharfer: JUSTIN SACK 5/16/19

Stonebridge:

Tulsa County:



CHANGE ORDER PROPOSAL & REQUEST

To: Crossland Construction Company
 Project: Tulsa County Family Center for Juvenile Justice

Date: 5/6/2019
 CO # 30

Third Generation Electric is pleased to quote the following scope of work:

Proposal include time and material for additional electrical work per PR-029

LABOR

Labor Type	Quantity	Units	Unit Rate	Extension
Helper		Hours	\$ 50.00	\$0.00
Electrician	16.00	Hours	\$ 55.00	\$880.00
Foreman	4.00	Hours	\$ 65.00	\$260.00
Project Manager	1.00	Hours	\$ 65.00	\$65.00
Estimator of C/O	1.00	Hours	\$ 72.00	\$72.00
			Subtotal	\$1,277.00
			Burden (see table below)	\$421.41
			Subtotal	\$1,698.41
			Overhead and Profit (see table below)	\$169.84
			Total Labor	\$1,868.25

MISCELLANEOUS RATES

Burden	33.00%
Overhead and profit	10.00%
Subcontractors Overhead and profit	5.00%
Bond rate	1.50%

MATERIALS

Description	Quantity	Units	Unit Rate	Extension
				\$0.00
3/4 EMT Conduits	220.00	Each	\$0.89	\$195.80
3/4 " EMT Firings	18.00	Each	\$2.10	\$37.80
4"x4" junction boxes	4.00	Each	\$5.50	\$22.00
Additional fittings and supports	10.00	Each	\$2.50	\$25.00
Wire	1300.00	Foot	\$0.18	\$234.00
EMG stop system	2.00	Each	\$85.00	\$170.00
Shunt trip breakers	2.00	Each	\$82.00	\$164.00
				\$0.00
Subtotal				\$848.60
Overhead and profit (see table above)				\$84.86
Tax Exempt				
Total Materials & Equipment				\$933.46

EQUIPMENTS OF THIRD GENERATION ELECTRIC

Name	Quantity	Units	Unit Rate	Extension
N/A				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subtotal				\$0.00
Overhead and profit (see table above)				\$0.00
Total Subcontractors				\$0.00

SUBCONTRACTORS OF THIRD GENERATION ELECTRIC

Name	Quantity	Units	Unit Rate	Extension
		Each		\$0.00
				\$0.00
				\$0.00
				\$0.00
Subtotal				\$0.00
Overhead and profit (see table above)				\$0.00
Total Subcontractors				\$0.00

Total labor (recap)	\$1,868.25
Total materials (recap)	\$933.46
Total equipment (recap)	\$0.00
Total subcontractors (recap)	\$0.00
Subtotal	\$2,801.71
Bond rate (see table above)	\$42.03
GRAND TOTAL	\$2,843.74



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



Tulsa County Administration Building
Tulsa, Oklahoma 74103-3840

500 S. Denver Ave., 3rd Fl.
(918) 596-5071

J. Dennis Semler
Tulsa County Treasurer

June 25, 2019

Karen Keith
Tulsa County Board of County Commissioners
Tulsa County Administration Bldg
500 South Denver
Tulsa OK 74103


Dear Commissioner Karen Keith,

I submit to you, for your approval or disapproval, the following documents in regard to a sale of County Property parcel # 40875-02-13-11090, which was acquired by the County at the June 13, 2017 Resale:

- 1) Notice to Sell County Property
- 2) Bid on County Property
- 3) Publication Affidavit
- 4) Transcript of Proceedings
- 5) County Deed

Respectfully submitted,

J. Dennis Semler
Tulsa County Treasurer

By: 
Sarah K Dean, Deputy

Enclosures

Original: Michael Willis, Tulsa County Clerk for the agenda of July 01, 2019.

Commissioner Stan Sallee
Commissioner Ron Peters
BOCC Chief Deputy, District 2 John Fothergill
BOCC Chief Deputy, District 3 Vicki Adams
County Engineer Tom Rains
County Engineer Barbara Pursell
County Treasurer Resale File

NOTICE TO SELL COUNTY PROPERTY

(Acquired at Resale)

Notice is hereby given, pursuant to the receipt of bid, that I, Sarah K Dean, Deputy of Tulsa County Treasurer, TULSA County, Oklahoma, will on June 25, 2019 beginning at 9:00 a.m. at my office in the Courthouse at TULSA, Oklahoma, sell separately the hereinafter described tracts, parcels, or lots of land, all situated in TULSA County, Oklahoma, and heretofore acquired by said County at Resale. Following the name of the bidder and the amount bid, is the description of each property separately offered for sale, as follows:

BIDDER NAME: **EDWARD ROSS**

BID AMOUNT: \$100.00

PARCEL NUMBER:

40875-02-13-11090

LEGAL DESCRIPTION:

LOT 18 BLK 3


SUBURBAN ACRES FOURTH ADDN

AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA,
ACCORDING TO THE LAST RECORDED PLAT THEREOF

The said properties will be separately sold to the highest competitive bidder, for cash in hand, or to the original bidder at the amount bid if there be no higher price offered, subject to the approval of the Board of County Commissioners in its discretion.

The apportioned cost of advertisement and other expense incident to said sale shall be paid by the purchaser, in addition to the amount bid upon said properties.

Witness my hand this **April 12, 2019**.



Tulsa County Treasurer, Deputy

Statute requires three (3) consecutive weekly publications preceding the sale.

PUBLICATION DATES: 06/06/2019, 06/13/2019, & 06/20/2019

SALE DATE: **June 25, 2019**

BID ON COUNTY PROPERTY

TO: TULSA COUNTY TREASURER

SIR:

I, hereby propose to purchase from Tulsa County, Oklahoma, the following described parcels, tracts, or lots of land, heretofore acquired by said County at Resale, situated in Tulsa County, as follows, to-wit:

PARCEL NUMBER:	40875-02-13-11090
LEGAL DESCRIPTION:	LOT 18 BLK 3 SUBURBAN ACRES FOURTH ADDN AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE LAST RECORDED PLAT THEREOF
RESALE YEAR:	2017
BID AMOUNT:	\$ 100.00
PUBLICATION:	\$ 124.00
FILING FEE:	\$ 23.00
TOTAL BID:	\$ 247.00

I, herewith deposit with the Tulsa County Treasurer the sum of \$247.00 the amount of said bid and fees together with the cost of advertisement of said property listed above, to be held pending the outcome of sale.

Dated at Tulsa, Oklahoma, this **April 12, 2019**.

/s/

EDWARD ROSS
4425 N DETROIT AVE
TULSA OK 74106

PUBLICATION DATES: 06/06/2019, 06/13/2019, & 06/20/2019
SALE DATE: **June 25, 2019**

TULSA WORLD

P.O. Box 1770 Tulsa, Oklahoma 74102-1770 | tulsaworld.com

Account Number

1046674

TULSA COUNTY TREASURER
500 SOUTH DENVER
3RD FLOOR
TULSA, OK 74103

Date

June 20, 2019

Date	Category	Description	Ad Size	Total Cost
06/20/2019	Legal Notices	40875-02-13-11090/SUBURBAN ACRES/ROSS	1 x 64.00 CL	113.81

Affidavit of Publication

561747
Published in the Tulsa
World, Tulsa County,
Oklahoma, June 6, 13 &
20, 2019

NOTICE TO SELL COUNTY PROPERTY (Acquired at Resale)

Notice is hereby given, pursuant to the receipt of bid, that I, Sarah K Dean, Deputy of Tulsa County Treasurer, TULSA County, Oklahoma, will on June 25, 2019 beginning at 9:00 a.m. at my office in the Courthouse at TULSA, Oklahoma, sell separately the hereinafter described tracts, parcels, or lots of land, all situated in TULSA County, Oklahoma, and heretofore acquired by said County at Resale. Following the name of the bidder and the amount bid, is the description of each property separately offered for sale, as follows:

BIDDER NAME:

EDWARD ROSS

BID AMOUNT: \$100.00

PARCEL NUMBER:

40875-02-13-11090

LEGAL DESCRIPTION:

LT 18 BLK 3

SUBURBAN ACRES

FOURTH ADDN

AN ADDITION TO THE

CITY OF TULSA, TULSA

COUNTY, STATE OF OKLA-

HOMA, ACCORDING TO

THE LAST RECORDED

PLAT THEREOF

The said properties will be

separately sold to the highest

competitive bidder, for cash

in hand, or to the original

bidder at the amount bid if

there be no higher price offered,

subject to the approval

of the Board of County

Commissioners in its discretion.

The apportioned cost of advertisement

and other expense incident to said sale

shall be paid by the purchaser,

in addition to the amount

bid upon said properties.

Witness my hand this

APRIL 12, 2019.

/s/ Sarah K Dean

Tulsa County Treasurer,

Deputy

I, Melissa Marshall, 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


06/06, 06/13, 06/20/2019

Newspaper reference: 0000561747

M. Marshall
Legal Representative

Sworn to and subscribed before me this date: JUN 20 2019

Nancy Carol Moore
Notary Public

 **NANCY CAROL MOORE**
Notary Public
State of Oklahoma
Commission # 06011684 Expires 12/08/22

My Commission expires DEC 08 2022

**COUNTY TREASURER'S TRANSCRIPT OF PROCEEDINGS
OF SALE OF COUNTY PROPERTY ACQUIRED AT RESALE
FOR APPROVAL OF THE
BOARD OF COUNTY COMMISSIONERS**

To the Honorable Board of County Commissioners,
Tulsa County, State of Oklahoma

I, the undersigned Deputy, herewith tender my report of sale to KARLA ELLIS AND TARIQ SAMUELS AND THEODORE SAMUELS of the following described tract, parcel or lot of land, situated within said County and State, and hitherto acquired by the County at Resale, to-wit:

40875-02-13-11090
LOT 18 BLK 3

SUBURBAN ACRES FOURTH ADDN

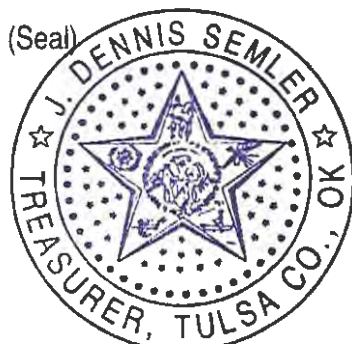
AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE LAST RECORDED PLAT THEREOF

The proceedings had thus far toward consummation of said sale have been as follows:

1. On April 12, 2019, an offer was made by EDWARD ROSS to purchase the above described property from the County for the sum of \$ 100.00.
2. On receipt of said bid, I caused notice to be given by publication in the TULSA WORLD, published at Tulsa, Oklahoma, within said County and State, which notice was published once a week for three consecutive weeks preceding the sale, a copy of which notice and proof of publication is hereto attached, and made a part hereof.
3. On June 25, 2019, the same being the date specified in said notice, I announced that the foregoing described property was about to be sold and would be sold to the highest competitive bidder for cash in hand or to the original bidder if there be no higher price offered, whereupon, full opportunity was afforded for bids to be made, and when competitive bidding had ceased regardless of opportunity therefore, sale was declared.
4. No further bids being offered, it was ascertained that
 - a. KARLA ELLIS had offered the highest competitive bid.
 - b. That the highest competitive bid was in the sum of \$ 250.00
 - c. That the additional and separate charge for apportioned cost was \$ 136.81
 - d. That the total to be paid, including deed, was the sum of \$ 386.81
5. Receipt is hereby acknowledged from KARLA ELLIS for the sum of \$ 386.81, the same being tendered in full of the foregoing total bid and apportioned costs, and the same has been deposited in the County Treasurer's Depository Account pending approval of sale and issuance of deed.
6. Sale of the foregoing described property was declared made to KARLA ELLIS AND TARIQ SAMUELS AND THEODORE SAMUELS the foregoing highest competitive bidder subject to approval of the Board of County Commissioners, at its discretion.

NOW, THEREFORE, I respectfully present this transcript of proceedings, attached to all papers, bids and proofs relating to said sale for your approval of the sale herein made, and for your order directing the Chairman of your board to consummate said sale by executing a deed conveying the above described property in as full and complete a manner as the County is empowered to do, to the person, hereinbefore named as the highest competitive bidder for said property.

Signed at Tulsa, Oklahoma, this June 25, 2019



Sarah K. Dean, Deputy
Tulsa County Treasurer

ORDER OF BOARD OF COUNTY COMMISSIONERS
RELATING TO SALE OF COUNTY PROPERTY ACQUIRED AT RESALE

WHEREAS, the County Treasurer has presented to this Board the foregoing transcript of all his proceedings in said sale, with all papers and proofs relating to said sale, for the approval of this Board of County Commissioners, and

This Board of County Commissioners being convened in the office of the County Clerk of said County and State on the date hereinafter set forth.

WE HAVE CAREFULLY EXAMINED said transcript and proceedings, and find:

1. That KARLA ELLIS is the successful bidder to purchase County Property located:
40875-02-13-11090
LOT 18 BLK 3

SUBURBAN ACRES FOURTH ADDN

THEREFORE, so finding, the Board of County Commissioners of Tulsa County, State of Oklahoma, does hereby order and direct that the foregoing sale be finalized and approved; and the Chairman of said Board of County Commissioners is hereby ordered and directed forthwith: to EXECUTE A DEED conveying the foregoing described property to KARLA ELLIS AND TARIQ SAMUELS AND THEODORE SAMUELS in as full and complete a manner as the County is authorized to convey it; and the County Treasurer is ordered and directed, upon the execution of said Deed to pay into the proper funds and accounts the monies heretofore received by him in consideration thereof.

Done at Tulsa, Oklahoma, this _____ day of _____, 20 _____.

BY ORDER OF THE BOARD OF COMMISSIONERS OF
Tulsa County, State of Oklahoma

Chairperson

(Seal) _____
Member

Attest: _____
Member

County Clerk

Deputy

No. _____	Report & Approval of Sale of COUNTY PROPERTY ACQUIRED AT RESALE	SOLD TO KARLA ELLIS AND TARIQ SAMUELS AND THEODORE SAMUELS _____ _____ STATE OF OKLAHOMA) COUNTY OF TULSA) ss. Filed in the office of County Clerk for record this _____ day of 20 _____ at _____ o'clock _____ M., and recorded in Document # _____ cc yy nnnnnn _____ County Clerk By: _____ Deputy
-----------	--	--

COUNTY DEED
PROPERTY ACQUIRED AT RESALE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, Tulsa County, State of Oklahoma, acquired title to the hereinafter described tract, parcel, or lot of land for delinquent taxes, interest, penalties and costs in full compliance with and by operation of the assessment, levy, sale and resale laws of the State of Oklahoma; and

WHEREAS, EDWARD ROSS did on April 12, 2019, make to the County Treasurer of said County an offer to purchase from the County the tract, parcel or lot of land hereinafter described; and

WHEREAS, the County Treasurer caused notice of said offer to be given by publication once a week for three consecutive weeks preceding the sale in the TULSA WORLD newspaper, published at Tulsa, Oklahoma, which notice embraced a description of the property, the amount bid therefore, in addition to all costs, the name of the bidder, a statement that the sale of the property so listed would be made at such price and to such bidder unless higher bids were received on the date specified in said notice, and that the terms of sale were strictly for cash in hand, subject to the approval of the Board of County Commissioners; and

WHEREAS, the County Treasurer, at his office in the Court House in Tulsa County, Oklahoma on June 25, 2019, the same being the date stated in the foregoing notice, did announce that the hereinafter described tract, lot or parcel of land was about to be sold and would be sold to the highest competitive bidder, and thereafter, upon due consideration of the original bid offered and advertised and all other bids offered on the day above mentioned, ascertained officially that KARLA ELLIS had offered the highest competitive bid, and did declare the sale made; and transmitted to the Board of County Commissioners a transcript of the proceedings relating to said sale,

THEREAFTER, the Board of County Commissioners of the aforesaid County and State, being in legal meeting at the Court House in said Tulsa County, Oklahoma, on July 01, 2019, and having before it the transcript of proceedings of the County Treasurer in the sale of the hereinafter described tract, parcel, or lot of land as aforesaid, upon due consideration found said proceedings to be according to law, that said KARLA ELLIS had in fact made the highest competitive bid therefore and had made full tender in cash in hand for the amount of bid and in addition the separate and additional charges accrued by reason of costs of said sale, that said sale should be approved; and then did, by order, duly made and entered on its records, approve said sale and directed its chairperson to execute a deed for the same to the grantee, herein.

NOW, THEREFORE, this indenture made this July 01, 2019, between Tulsa County, State of Oklahoma by Karen Keith, the Chairperson of the Board of County Commissioners of said County, of the First Part, and the said KARLA ELLIS AND TARIQ SAMUELS AND THEODORE SAMUELS of the Second Part.

WITNESSETH, that the said Party of the First Part for and in consideration of the premises and the sum of \$ 386.81, in hand paid, the receipt whereof is hereby acknowledged hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said Party of the Second Part, his heirs, and assigns forever, the tract, parcel or lot of land mentioned in said notice of sale, and described as follows, to-wit:

40875-02-13-11090
LOT 18 BLK 3

SUBURBAN ACRES FOURTH ADDN

AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE LAST RECORDED PLAT THEREOF

In the County of Tulsa, State of Oklahoma.

TO HAVE AND TO HOLD said described tract, parcel or lot of land with the appurtenances thereunto belonging, to said Party of the Second Part, his heirs, and assigns forever, in as full and ample manner as the County is empowered by law to sell the same.

IN TESTIMONY WHEREOF, the said Karen Keith, Chairperson of the Board of County Commissioners of said County of Tulsa, has hereunto set their hand on the day and year aforesaid.

Chairperson, Board of County Commissioners
of Tulsa County, State of Oklahoma

Purchaser: KARLA ELLIS AND TARIQ SAMUELS AND THEODORE SAMUELS
9233 RIVERSIDE PARKWAY APT D
TULSA OK 74137

ACKNOWLEDGEMENT

State of Oklahoma)
) ss.
Tulsa County)

Before me, Michael Willis, the County Clerk in and for said County and State, on this the ____ day of _____, 20_____, personally appeared Karen Keith to me known to be duly qualified and acting Chairperson of the Board of County Commissioners of Tulsa County, State of Oklahoma, and the identical person who executed the above and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed as such Chairperson of said Board and as the free and voluntary act and deed of Tulsa County, State of Oklahoma, for the uses and purposes therein set forth.

Witness my hand and seal the day and year above mentioned.

(Seal)

County Clerk Tulsa County,
State of Oklahoma

No. _____	
DEED	
FROM TULSA COUNTY	
STATE OF OKLAHOMA	
TO	
<u>KARLA ELLIS AND TARIQ SAMUELS AND</u>	
<u>THEODORE SAMUELS</u>	
STATE OF OKLAHOMA)	
) ss.	
TULSA COUNTY)	
Filed in the office of County Clerk for	
record this ____ day of 20____	
at ____ o'clock ____ M., and	
recorded in Document # ____	cc yy nnnnnnn
	County Clerk
By: _____	Deputy

Tulsa County Administration Building
Tulsa, Oklahoma 74103-3840



500 S. Denver Ave., 3rd Fl.
(918) 596-5071

J. Dennis Semler
Tulsa County Treasurer

June 25, 2019

Karen Keith
Tulsa County Board of County Commissioners
Tulsa County Administration Bldg
500 South Denver
Tulsa OK 74103

Dear Commissioner Karen Keith,

I submit to you, for your approval or disapproval, the following documents in regard to a sale of County Property parcel # 53775-02-02-00130, which was acquired by the County at the June 09, 2015 Resale:

- 1) Notice to Sell County Property
- 2) Bid on County Property
- 3) Publication Affidavit
- 4) Transcript of Proceedings
- 5) County Deed

Respectfully submitted,

J. Dennis Semler
Tulsa County Treasurer

By: Anita C. Clark
Anita C Clark, Deputy

Enclosures

Original: Michael Willis, Tulsa County Clerk for the agenda of July 01, 2019.

Commissioner Stan Sallee
Commissioner Ron Peters
BOCC Chief Deputy, District 2 John Fothergill
BOCC Chief Deputy, District 3 Vicki Adams
County Engineer Tom Rains
County Engineer Barbara Pursell
County Treasurer Resale File

NOTICE TO SELL COUNTY PROPERTY

(Acquired at Resale)

Notice is hereby given, pursuant to the receipt of bid, that I, Anita C Clark, Deputy of Tulsa County Treasurer, TULSA County, Oklahoma, will on June 25, 2019 beginning at 9:00 a.m. at my office in the Courthouse at TULSA, Oklahoma, sell separately the hereinafter described tracts, parcels, or lots of land, all situated in TULSA County, Oklahoma, and heretofore acquired by said County at Resale. Following the name of the bidder and the amount bid, is the description of each property separately offered for sale, as follows:

BIDDER NAME: **JOHN BALLARD**

BID AMOUNT: **\$1.00**

PARCEL NUMBER:

53775-02-02-00130

LEGAL DESCRIPTION:

LT 13 BK 1

NORTHGATE ADDN

AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA,
ACCORDING TO THE LAST RECORDED PLAT THEREOF

The said properties will be separately sold to the highest competitive bidder, for cash in hand, or to the original bidder at the amount bid if there be no higher price offered, subject to the approval of the Board of County Commissioners in its discretion.

The apportioned cost of advertisement and other expense incident to said sale shall be paid by the purchaser, in addition to the amount bid upon said properties.

Witness my hand this **March 28, 2019.**



Tulsa County Treasurer, Deputy

Statute requires three (3) consecutive weekly publications preceding the sale.

PUBLICATION DATES: 06/06/2019, 06/13/2019, & 06/20/2019

SALE DATE: **June 25, 2019**

BID ON COUNTY PROPERTY

TO: TULSA COUNTY TREASURER

SIR:

I, hereby propose to purchase from Tulsa County, Oklahoma, the following described parcels, tracts, or lots of land, heretofore acquired by said County at Resale, situated in Tulsa County, as follows, to-wit:

PARCEL NUMBER:	53775-02-02-00130
LEGAL DESCRIPTION:	LT 13 BK 1 NORTHGATE ADDN AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE LAST RECORDED PLAT THEREOF
RESALE YEAR:	2015
BID AMOUNT:	\$ 1.00
PUBLICATION:	\$ 124.00
FILING FEE:	\$ 23.00
TOTAL BID:	\$ 148.00

I, herewith deposit with the Tulsa County Treasurer the sum of \$148.00 the amount of said bid and fees together with the cost of advertisement of said property listed above, to be held pending the outcome of sale.

Dated at Tulsa, Oklahoma, this **March 28, 2019**.

/s/

JOHN BALLARD
6370 N MAIN ST
TULSA OK 74126

PUBLICATION DATES: 06/06/2019, 06/13/2019, & 06/20/2019
SALE DATE: **June 25, 2019**

TULSA WORLD

P.O. Box 1770 Tulsa, Oklahoma 74102-1770 | tulsaworld.com

Account Number

1046674

TULSA COUNTY TREASURER
500 SOUTH DENVER
3RD FLOOR
TULSA, OK 74103

Date

June 20, 2019

Date	Category	Description	Ad Size	Total Cost
06/20/2019	Legal Notices	53775-02-02-00130/NORTHGATE/BALLARD	1 x 63.00 CL	111.81

Affidavit of Publication

557037
Published in the Tulsa
World, Tulsa County,
Oklahoma, June 6, 13 &
20, 2019

NOTICE TO SELL COUNTY PROPERTY (Acquired at Resale)

Notice is hereby given, pursuant to the receipt of bid, that I, Anita C Clark, Deputy of Tulsa County Treasurer, TULSA County, Oklahoma, will on June 25, 2019 beginning at 9:00 a.m. at my office in the Courthouse at TULSA, Oklahoma, sell separately the hereinafter described tracts, parcels, or lots of land, all situated in TULSA County, Oklahoma, and heretofore acquired by said County at Resale. Following the name of the bidder and the amount bid, is the description of each property separately offered for sale, as follows:

BIDDER NAME:

JOHN BALLARD

BID AMOUNT: \$1.00

PARCEL NUMBER:

53775-02-02-00130

LEGAL DESCRIPTION:

LT 13 BLK 1

NORTHGATE ADDN

AN ADDITION TO THE
CITY OF TULSA, TULSA
COUNTY, STATE OF OKLA-
HOMA, ACCORDING TO
THE LAST RECORDED
PLAT THEREOF

The said properties will be separately sold to the highest competitive bidder, for cash in hand, or to the original bidder at the amount bid if there be no higher price offered, subject to the approval of the Board of County Commissioners in its discretion.

The apportioned cost of advertisement and other expense incident to said sale shall be paid by the purchaser, in addition to the amount bid upon said properties.

Witness my hand this
March 28, 2019.

/s/ Anita Clark
Tulsa County Treasurer,
Deputy

I, Melissa Marshall, 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


06/06, 06/13, 06/20/2019

Newspaper reference: 0000557037

M. Marshall
Legal Representative

Sworn to and subscribed before me this date: JUN 20 2019

Nancy Carol Moore
Notary Public

 **NANCY CAROL MOORE**
Notary Public
State of Oklahoma
Commission # 06011684 Expires 12/08/22

My Commission expires DEC 08 2022

**COUNTY TREASURER'S TRANSCRIPT OF PROCEEDINGS
OF SALE OF COUNTY PROPERTY ACQUIRED AT RESALE
FOR APPROVAL OF THE
BOARD OF COUNTY COMMISSIONERS**

To the Honorable Board of County Commissioners,
Tulsa County, State of Oklahoma

I, the undersigned Deputy, herewith tender my report of sale to BOB G MOORE of the following described tract, parcel or lot of land, situated within said County and State, and hitherto acquired by the County at Resale, to-wit:

53775-02-02-00130
LT 13 BK 1

NORTHGATE ADDN

AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE LAST RECORDED PLAT THEREOF

The proceedings had thus far toward consummation of said sale have been as follows:

1. On March 28, 2019, an offer was made by JOHN BALLARD to purchase the above described property from the County for the sum of \$ 1.00.
2. On receipt of said bid, I caused notice to be given by publication in the TULSA WORLD, published at Tulsa, Oklahoma, within said County and State, which notice was published once a week for three consecutive weeks preceding the sale, a copy of which notice and proof of publication is hereto attached, and made a part hereof.
3. On June 25, 2019, the same being the date specified in said notice, I announced that the foregoing described property was about to be sold and would be sold to the highest competitive bidder for cash in hand or to the original bidder if there be no higher price offered, whereupon, full opportunity was afforded for bids to be made, and when competitive bidding had ceased regardless of opportunity therefore, sale was declared.
4. No further bids being offered, it was ascertained that
 - a. BOB G MOORE had offered the highest competitive bid.
 - b. That the highest competitive bid was in the sum of \$ 25.00
 - c. That the additional and separate charge for apportioned cost was \$ 134.81
 - d. That the total to be paid, including deed, was the sum of \$ 159.81
5. Receipt is hereby acknowledged from BOB G MOORE for the sum of \$ 159.81, the same being tendered in full of the foregoing total bid and apportioned costs, and the same has been deposited in the County Treasurer's Depository Account pending approval of sale and issuance of deed.
6. Sale of the foregoing described property was declared made to BOB G MOORE the foregoing highest competitive bidder subject to approval of the Board of County Commissioners, at its discretion.

NOW, THEREFORE, I respectfully present this transcript of proceedings, attached to all papers, bids and proofs relating to said sale for your approval of the sale herein made, and for your order directing the Chairman of your board to consummate said sale by executing a deed conveying the above described property in as full and complete a manner as the County is empowered to do, to the person, hereinbefore named as the highest competitive bidder for said property.

Signed at Tulsa, Oklahoma, this June 25, 2019

(Seal)



Anita C. Clark

Anita C Clark, Deputy
Tulsa County Treasurer

ORDER OF BOARD OF COUNTY COMMISSIONERS
RELATING TO SALE OF COUNTY PROPERTY ACQUIRED AT RESALE

WHEREAS, the County Treasurer has presented to this Board the foregoing transcript of all his proceedings in said sale, with all papers and proofs relating to said sale, for the approval of this Board of County Commissioners, and

This Board of County Commissioners being convened in the office of the County Clerk of said County and State on the date hereinafter set forth.

WE HAVE CAREFULLY EXAMINED said transcript and proceedings, and find:

1. That BOB G MOORE is the successful bidder to purchase County Property located:
53775-02-02-00130
LT 13 BK 1

NORTHGATE ADDN

THEREFORE, so finding, the Board of County Commissioners of Tulsa County, State of Oklahoma, does hereby order and direct that the foregoing sale be finalized and approved; and the Chairman of said Board of County Commissioners is hereby ordered and directed forthwith: to EXECUTE A DEED conveying the foregoing described property to BOB G MOORE in as full and complete a manner as the County is authorized to convey it; and the County Treasurer is ordered and directed, upon the execution of said Deed to pay into the proper funds and accounts the monies heretofore received by him in consideration thereof.

Done at Tulsa, Oklahoma, this _____ day of _____, 20 _____.

BY ORDER OF THE BOARD OF COMMISSIONERS OF
Tulsa County, State of Oklahoma

_____ Chairperson

(Seal) _____ Member

Attest: _____ Member

County Clerk

Deputy

No. _____	Report & Approval of Sale of COUNTY PROPERTY ACQUIRED AT RESALE	SOLD TO <u>BOB G MOORE</u> _____ _____	STATE OF OKLAHOMA) COUNTY OF TULSA) ss. Filed in the office of County Clerk for record this _____ day of 20 _____ at _____ o'clock _____ M., and recorded in Document # _____ cc yy nnnnnn County Clerk By: _____ Deputy
-----------	--	---	---

COUNTY DEED
PROPERTY ACQUIRED AT RESALE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, Tulsa County, State of Oklahoma, acquired title to the hereinafter described tract, parcel, or lot of land for delinquent taxes, interest, penalties and costs in full compliance with and by operation of the assessment, levy, sale and resale laws of the State of Oklahoma; and

WHEREAS, JOHN BALLARD did on March 28, 2019, make to the County Treasurer of said County an offer to purchase from the County the tract, parcel or lot of land hereinafter described; and

WHEREAS, the County Treasurer caused notice of said offer to be given by publication once a week for three consecutive weeks preceding the sale in the TULSA WORLD newspaper, published at Tulsa, Oklahoma, which notice embraced a description of the property, the amount bid therefore, in addition to all costs, the name of the bidder, a statement that the sale of the property so listed would be made at such price and to such bidder unless higher bids were received on the date specified in said notice, and that the terms of sale were strictly for cash in hand, subject to the approval of the Board of County Commissioners; and

WHEREAS, the County Treasurer, at his office in the Court House in Tulsa County, Oklahoma on June 25, 2019, the same being the date stated in the foregoing notice, did announce that the hereinafter described tract, lot or parcel of land was about to be sold and would be sold to the highest competitive bidder, and thereafter, upon due consideration of the original bid offered and advertised and all other bids offered on the day above mentioned, ascertained officially that BOB G MOORE had offered the highest competitive bid, and did declare the sale made; and transmitted to the Board of County Commissioners a transcript of the proceedings relating to said sale,

THEREAFTER, the Board of County Commissioners of the aforesaid County and State, being in legal meeting at the Court House in said Tulsa County, Oklahoma, on July 01, 2019, and having before it the transcript of proceedings of the County Treasurer in the sale of the hereinafter described tract, parcel, or lot of land as aforesaid, upon due consideration found said proceedings to be according to law, that said BOB G MOORE had in fact made the highest competitive bid therefore and had made full tender in cash in hand for the amount of bid and in addition the separate and additional charges accrued by reason of costs of said sale, that said sale should be approved; and then did, by order, duly made and entered on its records, approve said sale and directed its chairperson to execute a deed for the same to the grantee, herein.

NOW, THEREFORE, this indenture made this July 01, 2019, between Tulsa County, State of Oklahoma by Karen Keith, the Chairperson of the Board of County Commissioners of said County, of the First Part, and the said BOB G MOORE of the Second Part.

WITNESSETH, that the said Party of the First Part for and in consideration of the premises and the sum of \$ 159.81, in hand paid, the receipt whereof is hereby acknowledged hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said Party of the Second Part, his heirs, and assigns forever, the tract, parcel or lot of land mentioned in said notice of sale, and described as follows, to-wit:

53775-02-02-00130
LT 13 BK 1

NORTHGATE ADDN

AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE LAST RECORDED PLAT THEREOF

In the County of Tulsa, State of Oklahoma.

TO HAVE AND TO HOLD said described tract, parcel or lot of land with the appurtenances thereunto belonging, to said Party of the Second Part, his heirs, and assigns forever, in as full and ample manner as the County is empowered by law to sell the same.

IN TESTIMONY WHEREOF, the said Karen Keith, Chairperson of the Board of County Commissioners of said County of Tulsa, has hereunto set their hand on the day and year aforesaid.

Chairperson, Board of County Commissioners
of Tulsa County, State of Oklahoma

Purchaser: BOB G MOORE
40401 N 4010 RD
COLLINSVILLE OK 74021

ACKNOWLEDGEMENT

State of Oklahoma)
Tulsa County) ss.

Before me, Michael Willis, the County Clerk in and for said County and State, on this the ____ day of _____, 20_____, personally appeared Karen Keith to me known to be duly qualified and acting Chairperson of the Board of County Commissioners of Tulsa County, State of Oklahoma, and the identical person who executed the above and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed as such Chairperson of said Board and as the free and voluntary act and deed of Tulsa County, State of Oklahoma, for the uses and purposes therein set forth.

Witness my hand and seal the day and year above mentioned.

(Seal)

County Clerk Tulsa County,
State of Oklahoma

No. _____	
DEED	
FROM TULSA COUNTY	
STATE OF OKLAHOMA	
TO	
<u>BOB G MOORE</u>	
STATE OF OKLAHOMA)	
TULSA COUNTY) ss.	
Filed in the office of County Clerk for	
record this ____ day of 20____	
at ____ o'clock ____ M., and	
recorded in Document # ____	cc yy nnnnnnn
	County Clerk
By: _____	Deputy



Tulsa County Administration Building
Tulsa, Oklahoma 74103-3840

500 S. Denver Ave., 3rd Fl.
(918) 596-5071

J. Dennis Semler
Tulsa County Treasurer

June 25, 2019

Karen Keith
Tulsa County Board of County Commissioners
Tulsa County Administration Bldg
500 South Denver
Tulsa OK 74103

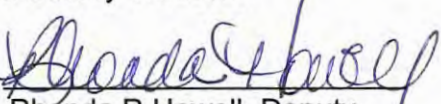
Dear Commissioner Karen Keith,

I submit to you, for your approval or disapproval, the following documents in regard to a sale of County Property parcel # 53825-02-02-01890, which was acquired by the County at the June 12, 2018 Resale:

- 1) Notice to Sell County Property
- 2) Bid on County Property
- 3) Publication Affidavit
- 4) Transcript of Proceedings
- 5) County Deed

Respectfully submitted,

J. Dennis Semler
Tulsa County Treasurer

By: 
Rhonda R Howell, Deputy

Enclosures

Original: Michael Willis, Tulsa County Clerk for the agenda of July 01, 2019.

Commissioner Stan Sallee
Commissioner Ron Peters
BOCC Chief Deputy, District 2 John Fothergill
BOCC Chief Deputy, District 3 Vicki Adams
County Engineer Tom Rains
County Engineer Barbara Pursell
County Treasurer Resale File

NOTICE TO SELL COUNTY PROPERTY

(Acquired at Resale)

Notice is hereby given, pursuant to the receipt of bid, that I, Rhonda R Howell, Deputy of Tulsa County Treasurer, TULSA County, Oklahoma, will on June 25, 2019 beginning at 9:00 a.m. at my office in the Courthouse at TULSA, Oklahoma, sell separately the hereinafter described tracts, parcels, or lots of land, all situated in TULSA County, Oklahoma, and heretofore acquired by said County at Resale. Following the name of the bidder and the amount bid, is the description of each property separately offered for sale, as follows:

BIDDER NAME: **DOMINIQUE BARNETTE**

BID AMOUNT: **\$1.00**

PARCEL NUMBER:

53825-02-02-01890

LEGAL DESCRIPTION:

LT 13 BK 6

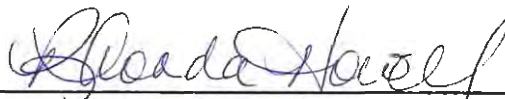
NORTHGATE SECOND ADDN

AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA,
ACCORDING TO THE LAST RECORDED PLAT THEREOF

The said properties will be separately sold to the highest competitive bidder, for cash in hand, or to the original bidder at the amount bid if there be no higher price offered, subject to the approval of the Board of County Commissioners in its discretion.

The apportioned cost of advertisement and other expense incident to said sale shall be paid by the purchaser, in addition to the amount bid upon said properties.

Witness my hand this **March 28, 2019.**



Tulsa County Treasurer, Deputy

Statute requires three (3) consecutive weekly publications preceding the sale.

PUBLICATION DATES: 06/06/2019, 06/13/2019, & 06/20/2019

SALE DATE: **June 25, 2019**

BID ON COUNTY PROPERTY

TO: TULSA COUNTY TREASURER

SIR:

I, hereby propose to purchase from Tulsa County, Oklahoma, the following described parcels, tracts, or lots of land, heretofore acquired by said County at Resale, situated in Tulsa County, as follows, to-wit:

PARCEL NUMBER:	53825-02-02-01890
LEGAL DESCRIPTION:	LT 13 BK 6 NORTHGATE SECOND ADDN AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE LAST RECORDED PLAT THEREOF
RESALE YEAR:	2018
BID AMOUNT:	\$ 1.00
PUBLICATION:	\$ 124.00
FILING FEE:	\$ 23.00
TOTAL BID:	\$ 148.00

I, herewith deposit with the Tulsa County Treasurer the sum of \$148.00 the amount of said bid and fees together with the cost of advertisement of said property listed above, to be held pending the outcome of sale.

Dated at Tulsa, Oklahoma, this **March 28, 2019**.

/s/

DOMINIQUE BARNETTE
6398 N CHEYENNE AVE
TULSA OK 74126

PUBLICATION DATES: 06/06/2019, 06/13/2019, & 06/20/2019
SALE DATE: **June 25, 2019**

TULSA WORLD

P.O. Box 1770 Tulsa, Oklahoma 74102-1770 | tulsaworld.com

Account Number

1046674

TULSA COUNTY TREASURER
500 SOUTH DENVER
3RD FLOOR
TULSA, OK 74103

Date

June 20, 2019

Date	Category	Description	Ad Size	Total Cost
06/20/2019	Legal Notices	53825-02-02-01890/NORTHGATE SECOND/BARNETTE	1 x 64.00 CL	113.81

Affidavit of Publication

557044
Published in the Tulsa
World, Tulsa County,
Oklahoma, June 6, 13 &
20, 2019

NOTICE TO SELL COUNTY PROPERTY

(Acquired at Resale)

Notice is hereby given, pursuant to the receipt of bid, that I, Rhonda R Howell, Deputy of Tulsa County Treasurer, TULSA County, Oklahoma, will on June 25, 2019 beginning at 9:00 a.m. at my office in the Court-house at TULSA, Oklahoma, sell separately the herein-after described tracts, parcels, or lots of land, all situated in TULSA County, Oklahoma, and heretofore acquired by said County at Resale. Following the name of the bidder and the amount bid, is the description of each property separately offered for sale, as follows:

BIDDER NAME:
DOMINIQUE BARNETTE
BID AMOUNT: \$1.00
PARCEL NUMBER:
53825-02-02-01890

LEGAL DESCRIPTION:
LT 13 BLK 6
NORTHGATE SECOND
ADDN

AN ADDITION TO THE
CITY OF TULSA, TULSA
COUNTY, STATE OF OKLA-
HOMA, ACCORDING TO
THE LAST RECORDED
PLAT THEREOF

The said properties will be separately sold to the highest competitive bidder, for cash in hand, or to the original bidder at the amount bid if there be no higher price offered, subject to the approval of the Board of County Commissioners in its discretion.

The apportioned cost of advertisement and other expense incident to said sale shall be paid by the purchaser, in addition to the amount bid upon said properties.

Witness my hand this
March 28, 2019.

/s/ Rhonda Howell
Tulsa County Treasurer,
Deputy

I, Melissa Marshall, 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


06/06, 06/13, 06/20/2019

Newspaper reference: 0000557044

M. Marshall
Legal Representative

Sworn to and subscribed before me this date: JUN 20 2019

Nancy Carol Moore
Notary Public

 **NANCY CAROL MOORE**
Notary Public
State of Oklahoma
Commission # 06011684 Expires 12/08/22

My Commission expires DEC 08 2022

**COUNTY TREASURER'S TRANSCRIPT OF PROCEEDINGS
OF SALE OF COUNTY PROPERTY ACQUIRED AT RESALE
FOR APPROVAL OF THE
BOARD OF COUNTY COMMISSIONERS**

To the Honorable Board of County Commissioners,
Tulsa County, State of Oklahoma

I, the undersigned Deputy, herewith tender my report of sale to BOB G MOORE of the following described tract, parcel or lot of land, situated within said County and State, and hitherto acquired by the County at Resale, to-wit:

53825-02-02-01890
LT 13 BK 6

NORTHGATE SECOND ADDN

AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE LAST RECORDED PLAT THEREOF

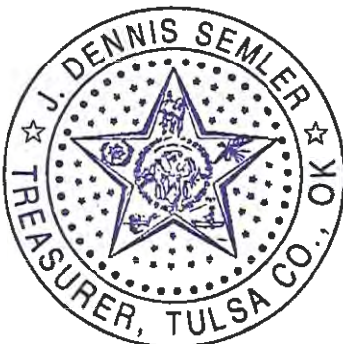
The proceedings had thus far toward consummation of said sale have been as follows:

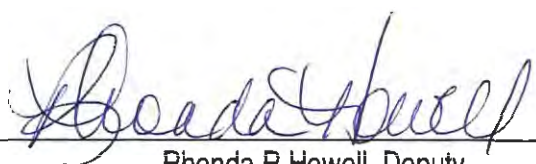
1. On March 28, 2019, an offer was made by DOMINIQUE BARNETTE to purchase the above described property from the County for the sum of \$ 1.00.
2. On receipt of said bid, I caused notice to be given by publication in the TULSA WORLD, published at Tulsa, Oklahoma, within said County and State, which notice was published once a week for three consecutive weeks preceding the sale, a copy of which notice and proof of publication is hereto attached, and made a part hereof.
3. On June 25, 2019, the same being the date specified in said notice, I announced that the foregoing described property was about to be sold and would be sold to the highest competitive bidder for cash in hand or to the original bidder if there be no higher price offered, whereupon, full opportunity was afforded for bids to be made, and when competitive bidding had ceased regardless of opportunity therefore, sale was declared.
4. No further bids being offered, it was ascertained that
 - a. BOB G MOORE had offered the highest competitive bid.
 - b. That the highest competitive bid was in the sum of \$ 25.00
 - c. That the additional and separate charge for apportioned cost was \$ 136.81
 - d. That the total to be paid, including deed, was the sum of \$ 161.81
5. Receipt is hereby acknowledged from BOB G MOORE for the sum of \$ 161.81, the same being tendered in full of the foregoing total bid and apportioned costs, and the same has been deposited in the County Treasurer's Depository Account pending approval of sale and issuance of deed.
6. Sale of the foregoing described property was declared made to BOB G MOORE the foregoing highest competitive bidder subject to approval of the Board of County Commissioners, at its discretion.

NOW, THEREFORE, I respectfully present this transcript of proceedings, attached to all papers, bids and proofs relating to said sale for your approval of the sale herein made, and for your order directing the Chairman of your board to consummate said sale by executing a deed conveying the above described property in as full and complete a manner as the County is empowered to do, to the person, hereinbefore named as the highest competitive bidder for said property.

Signed at Tulsa, Oklahoma, this June 25, 2019

(Seal)




Rhonda R Howell, Deputy
Tulsa County Treasurer

ORDER OF BOARD OF COUNTY COMMISSIONERS
RELATING TO SALE OF COUNTY PROPERTY ACQUIRED AT RESALE

WHEREAS, the County Treasurer has presented to this Board the foregoing transcript of all his proceedings in said sale, with all papers and proofs relating to said sale, for the approval of this Board of County Commissioners, and

This Board of County Commissioners being convened in the office of the County Clerk of said County and State on the date hereinafter set forth.

WE HAVE CAREFULLY EXAMINED said transcript and proceedings, and find:

- 1. That BOB G MOORE is the successful bidder to purchase County Property located:
53825-02-02-01890
LT 13 BK 6

NORTHGATE SECOND ADDN

THEREFORE, so finding, the Board of County Commissioners of Tulsa County, State of Oklahoma, does hereby order and direct that the foregoing sale be finalized and approved; and the Chairman of said Board of County Commissioners is hereby ordered and directed forthwith: to EXECUTE A DEED conveying the foregoing described property to BOB G MOORE in as full and complete a manner as the County is authorized to convey it; and the County Treasurer is ordered and directed, upon the execution of said Deed to pay into the proper funds and accounts the monies heretofore received by him in consideration thereof.

Done at Tulsa, Oklahoma, this _____ day of _____, 20 _____.

BY ORDER OF THE BOARD OF COMMISSIONERS OF
Tulsa County, State of Oklahoma

Chairperson

(Seal) _____ Member

Attest: _____ Member

County Clerk

Deputy

No. _____	Report & Approval of Sale of COUNTY PROPERTY ACQUIRED AT RESALE	SOLD TO <u>BOB G MOORE</u> _____ _____	STATE OF OKLAHOMA) COUNTY OF TULSA) ss. _____ _____ Filed in the office of County Clerk for record this _____ day of 20_____ at _____ o'clock _____ M., and recorded in Document # _____ cc yy nnnnnn _____ County Clerk By: _____ Deputy
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COUNTY DEED
PROPERTY ACQUIRED AT RESALE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, Tulsa County, State of Oklahoma, acquired title to the hereinafter described tract, parcel, or lot of land for delinquent taxes, interest, penalties and costs in full compliance with and by operation of the assessment, levy, sale and resale laws of the State of Oklahoma; and

WHEREAS, DOMINIQUE BARNETTE did on March 28, 2019, make to the County Treasurer of said County an offer to purchase from the County the tract, parcel or lot of land hereinafter described; and

WHEREAS, the County Treasurer caused notice of said offer to be given by publication once a week for three consecutive weeks preceding the sale in the TULSA WORLD newspaper, published at Tulsa, Oklahoma, which notice embraced a description of the property, the amount bid therefore, in addition to all costs, the name of the bidder, a statement that the sale of the property so listed would be made at such price and to such bidder unless higher bids were received on the date specified in said notice, and that the terms of sale were strictly for cash in hand, subject to the approval of the Board of County Commissioners; and

WHEREAS, the County Treasurer, at his office in the Court House in Tulsa County, Oklahoma on June 25, 2019, the same being the date stated in the foregoing notice, did announce that the hereinafter described tract, lot or parcel of land was about to be sold and would be sold to the highest competitive bidder, and thereafter, upon due consideration of the original bid offered and advertised and all other bids offered on the day above mentioned, ascertained officially that BOB G MOORE had offered the highest competitive bid, and did declare the sale made; and transmitted to the Board of County Commissioners a transcript of the proceedings relating to said sale,

THEREAFTER, the Board of County Commissioners of the aforesaid County and State, being in legal meeting at the Court House in said Tulsa County, Oklahoma, on July 01, 2019, and having before it the transcript of proceedings of the County Treasurer in the sale of the hereinafter described tract, parcel, or lot of land as aforesaid, upon due consideration found said proceedings to be according to law, that said BOB G MOORE had in fact made the highest competitive bid therefore and had made full tender in cash in hand for the amount of bid and in addition the separate and additional charges accrued by reason of costs of said sale, that said sale should be approved; and then did, by order, duly made and entered on its records, approve said sale and directed its chairperson to execute a deed for the same to the grantee, herein.

NOW, THEREFORE, this indenture made this July 01, 2019, between Tulsa County, State of Oklahoma by Karen Keith, the Chairperson of the Board of County Commissioners of said County, of the First Part, and the said BOB G MOORE of the Second Part.

WITNESSETH, that the said Party of the First Part for and in consideration of the premises and the sum of \$ 161.81, in hand paid, the receipt whereof is hereby acknowledged hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said Party of the Second Part, his heirs, and assigns forever, the tract, parcel or lot of land mentioned in said notice of sale, and described as follows, to-wit:

53825-02-02-01890
LT 13 BK 6

NORTHGATE SECOND ADDN

AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE LAST RECORDED PLAT THEREOF

In the County of Tulsa, State of Oklahoma.

TO HAVE AND TO HOLD said described tract, parcel or lot of land with the appurtenances thereunto belonging, to said Party of the Second Part, his heirs, and assigns forever, in as full and ample manner as the County is empowered by law to sell the same.

IN TESTIMONY WHEREOF, the said Karen Keith, Chairperson of the Board of County Commissioners of said County of Tulsa, has hereunto set their hand on the day and year aforesaid.

Chairperson, Board of County Commissioners
of Tulsa County, State of Oklahoma

Purchaser: BOB G MOORE
40401 N 4010 RD
COLLINSVILLE OK 74021

ACKNOWLEDGEMENT

State of Oklahoma)
) ss.
Tulsa County)

Before me, Michael Willis, the County Clerk in and for said County and State, on this the _____ day of _____, 20_____, personally appeared Karen Keith to me known to be duly qualified and acting Chairperson of the Board of County Commissioners of Tulsa County, State of Oklahoma, and the identical person who executed the above and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed as such Chairperson of said Board and as the free and voluntary act and deed of Tulsa County, State of Oklahoma, for the uses and purposes therein set forth.

Witness my hand and seal the day and year above mentioned.

(Seal)

County Clerk Tulsa County,
State of Oklahoma

No. _____	
DEED	
FROM TULSA COUNTY	
STATE OF OKLAHOMA	
TO	
<u>BOB G MOORE</u>	
STATE OF OKLAHOMA)	
) ss.	
TULSA COUNTY)	
Filed in the office of County Clerk for	
record this _____ day of 20_____	
at _____ o'clock _____ M., and	
recorded in Document # _____	cc yy nnnnnnn
	_____ County Clerk
By: _____	Deputy

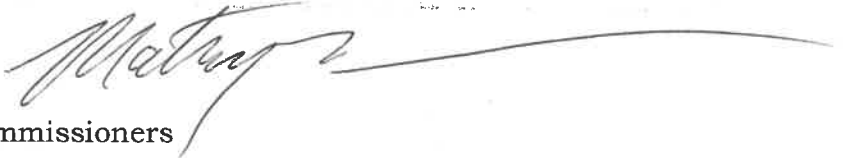
TULSA COUNTY

**PURCHASING
DEPARTMENT**

MEMO

DATE: June 26, 2019

FROM: Matney M. Ellis
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Notice to Proceed – Southeast Tulsa Construction, Inc.

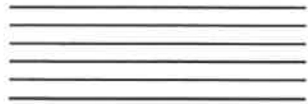
On April 15, 2019, the Tulsa County Board of County Commissioners approved and executed the Agreement between the Tulsa County Board of County Commissioners and Southeast Tulsa Construction, Inc. for construction of the Tulsa County Election Board Storage Building, CMF# 247585.

The Tulsa County Purchasing Department respectfully request approval and authorization for Southeast Tulsa Construction, Inc. to proceed with the scope of work as defined in the approved Agreement.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.


TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Matney M. Ellis
Purchasing Director 

TO: Board of County Commissioners

SUBJECT: Request for Approval – Carlisle Roofing Systems

On September 4, 2012, the Board of County Commissioners approved and executed an agreement with Peach State Roofing, Inc. for roof replacement at the Ray Jordan Administration Building located at 500 South Denver Avenue, CMF# 225411. The roof replaced under the agreement is backed by a 30-year manufacturer's warranty.

The Building Operations Department has contacted the manufacturer, Carlisle Roofing Systems, to request warranty work as a leak has been detected on the above mentioned roof. The manufacturer is requesting owner authorization for the warranty work as described in the attached investigation findings. The warranty work will be completed the manufacturer's authorized applicator, A-Best Roofing.

The attached authorization request is respectfully submitted for your approval and execution.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



BUILDING OPERATIONS
DEPARTMENT OF THE
BOARD OF COUNTY COMMISSIONERS

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

918.596.5000

DATE: June 24, 2019
TO: Board of County Commissioners
FROM: Troy McDaniel *TM*
RE: License Renewal for Shawn Davies

*sl
for TK*

I respectfully request the Board's consideration and approval to renew Shawn Davies Mechanical Journeyman License. The cost of the license renewal is estimated to be \$75.00 and the funding is available within our current budget.

Thank you in advance for your consideration in this matter.

TM:pf

Original: Michael Willis, County Clerk, for the July 1, 2019 Agenda



RESOLUTION
TO REMOVE
REQUESTING, REQUISITIONING OR RECEIVING OFFICER

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

2019 JUN 25 PM 3: 35

BE IT RESOLVED that Patrick Milton current or former employee of Tulsa County Assessor
has been **REMOVED** as (Department/Division)

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

effective 06/24/2019
(Date)

OFFICIAL/DEPUTY

The above-named person shall have no further 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.

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE THE BOARD OF COUNTY
COMMISSIONERS OF TULSA COUNTY
OKLAHOMA, EX OFFICIO COMMISSIONERS
FOR TULSA COUNTY DRAINAGE DISTRICT
NO. 12

RESOLUTION TO STRIKE ASSESSMENT
FROM THE 2018 TAX ROLL OF DRAINAGE DISTRICT NO. 12

WHEREAS, the hereinafter described parcels appearing on the 2018 Tax Roll of Drainage No. 12 was erroneously assessed as this is exempt property and should be stricken from the 2018 Tax Roll of Drainage District 12, and

NOW, THEREFORE, BE IT RESOLVED, that the Tulsa County Board of County Commissioners should and does strike on the 2018 Tax Roll of Drainage District No 12, the assessments in the following amount as this property was acquired by the City of Tulsa and have paid their pro-rata share.

<u>Parcel No.</u>	<u>Item NO.</u>	<u>Tax Amt</u>	<u>Amt to strike</u>
22150-92-05-02110	18-20-5013050-001-1	10.00	10.00
22150-92-05-02070	18-20-5013010-001-0	31.00	31.00

AND BE IT FURTHER RESOLVED, that the County Clerk and the County Treasurer be and they are hereby directed to correct their records accordingly.

Upon Motion by Commissioner _____ and seconded by
Commissioner _____, and Resolution was unanimously adopted this ____ day of
_____, _____.

Chairman, Board of County Commissioners Tulsa County
Oklahoma, and Ex-Officio Commissioners of Tulsa County
Drainage District No. 12

ATTEST:
MICHAEL WILLIS, COUNTY CLERK
By _____

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE THE BOARD OF COUNTY
COMMISSIONERS OF TULSA COUNTY
OKLAHOMA, EX OFFICIO COMMISSIONERS
FOR TULSA COUNTY DRAINAGE DISTRICT
NO. 12

RESOLUTION TO STRIKE ASSESSMENT
FROM THE 2018 TAX ROLL OF DRAINAGE DISTRICT NO. 12

WHEREAS, the hereinafter described parcels appearing on the 2018 Tax Roll of Drainage No. 12 was erroneously assessed as this is exempt property and should be stricken from the 2018 Tax Roll of Drainage District 12, and

NOW, THEREFORE, BE IT RESOLVED, that the Tulsa County Board of County Commissioners should and does strike on the 2018 Tax Roll of Drainage District No 12, the assessments in the following amount as this property was acquired by the City of Tulsa and have paid their pro-rata share.

<u>Parcel No.</u>	<u>Item NO.</u>	<u>Tax Amt</u>	<u>Amt to strike</u>
99205-92-05-40890	18-20-5038540-024-1	5.00	5.00

AND BE IT FURTHER RESOLVED, that the County Clerk and the County Treasurer be and they are hereby directed to correct their records accordingly.

Upon Motion by Commissioner _____ and seconded by
Commissioner _____, and Resolution was unanimously adopted this ____ day of
_____, _____.

Chairman, Board of County Commissioners Tulsa County
Oklahoma, and Ex-Officio Commissioners of Tulsa County
Drainage District No. 12

ATTEST:
MICHAEL WILLIS, COUNTY CLERK
By _____

**TULSA
COUNTY
Engineering
Division**

MEMORANDUM

DATE: June 26, 2019

TO: Board of County Commissioners

FROM: Tom Rains, County Engineer



SUBJECT: Resolution for Approval of Plat

We present for your approval a resolution authorizing the filing of Northern Territory Amended Subdivision. This plat meets all the requirements for filing of plats under Title 19 O.S., Section 288.1 of the Oklahoma Statutes.

TR:bd
Attachment

Original: Michael Willis, County Clerk, for the July 1, 2019 Agenda

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

File

RESOLUTION

ORDERING APPROVAL OF PLATS BY THE BOARD OF COUNTY COMMISSIONERS BEFORE THEY MAY BE FILED WITH THE COUNTY CLERK

WHEREAS, under 19 O.S. 1991, Section 288.1, all plats and subdivision plats planned in Tulsa County shall be indexed and filed in the County Clerk's office; and,

WHEREAS, under Section 288.1, all plats and subdivision plats of property in unincorporated areas of Tulsa County with roads of public designation shall not be filed in the County Clerk's office until such plats or subdivision plats are considered by the Board of County Commissioners; and,

WHEREAS, under Section 288.1, the Board of County Commissioners must determine that the dedicated public roads in unincorporated areas of the County meet the requirements of Title 69, Section 601.1 of the Oklahoma Statutes and the standards of public road design; and,

WHEREAS, the Board of County Commissioners of Tulsa County has considered investigations by the County Engineer and the Department of Public Safety of the State of Oklahoma concerning the physical conditions and standards of the public road(s) with respect to the following plat(s):

Northern Territory Amended Subdivision

WHEREAS, this Board of County Commissioners has determined that the conditions of the public road(s) in the described plat(s) meet the requirements and standards required by statute,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that the described plat(s) or subdivision plat(s) may now be filed by the County Clerk's office pursuant to statute.

BOARD OF COUNTY COMMISSIONERS
TULSA COUNTY, OKLAHOMA

Chairman

ATTEST

County Clerk

Date: _____

Approved as to Form
Assistant District Attorney



RESOLUTION

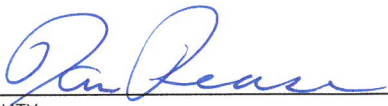
TO REMOVE

REQUESTING, REQUISITIONING OR RECEIVING OFFICER

BE IT RESOLVED that THORA COHEA current or former employee of IT
(Department/Division)
has been **REMOVED** as

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

effective 7/1/19
(Date)



OFFICIAL/DEPUTY

The above-named person shall have no further 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.

RESOLUTION

WHEREAS, the Board of County Commissioners of Tulsa County, Oklahoma (hereinafter called the "County"), and the Tulsa County Industrial Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into a certain Projects Agreement (hereinafter called the "Agreement"), dated September 1, 2010, whereby the County agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's \$5,830,000 Capital Improvement Revenue Bonds, Refunding Series 2010 and other obligations of the Authority therein described as therein provided; and

WHEREAS, it is necessary that such Agreement be ratified and affirmed for the fiscal year of the County ending June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA:

SECTION 1. The Agreement dated September 1, 2010, between the County and the Authority is hereby ratified and affirmed by the governing body of the County of Tulsa, Oklahoma, for the fiscal year ending June 30, 2020.

Adopted this ____ day of July, 2019.

Chairman of the Board of County
Commissioners

ATTEST:

County Clerk

(SEAL)

RESOLUTION

WHEREAS, the Board of County Commissioners of Tulsa County, Oklahoma (hereinafter called the "County"), and the Tulsa County Industrial Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into a certain Projects Agreement (hereinafter called the "Agreement"), dated March 1, 2013, whereby the County agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's \$1,660,000 Capital Improvement Revenue Bonds, Series 2013 and other obligations of the Authority therein described as therein provided; and

WHEREAS, it is necessary that such Agreement be ratified and affirmed for the fiscal year of the County ending June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA:

SECTION 1. The Agreement dated March 1, 2013, between the County and the Authority is hereby ratified and affirmed by the governing body of the County of Tulsa, Oklahoma, for the fiscal year ending June 30, 2020.

Adopted this ____ day of July, 2019.

Chairman of the Board of County
Commissioners

ATTEST:

County Clerk

(SEAL)

RESOLUTION

WHEREAS, the Board of County Commissioners of Tulsa County, Oklahoma (hereinafter called the "County"), and the Tulsa County Industrial Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into a certain Projects Agreement (hereinafter called the "Agreement"), dated February 1, 2010, whereby the County agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's \$11,350,000 Health Facilities Revenue Bonds, Series 2010 and other obligations of the Authority therein described as therein provided; and

WHEREAS, it is necessary that such Agreement be ratified and affirmed for the fiscal year of the County ending June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA:

SECTION 1. The Agreement dated February 1, 2010, between the County and the Authority is hereby ratified and affirmed by the governing body of the County of Tulsa, Oklahoma, for the fiscal year ending June 30, 2020.

Adopted this ____ day of July, 2019.

Chairman of the Board of County
Commissioners

ATTEST:

County Clerk

(SEAL)

RESOLUTION

WHEREAS, the Board of County Commissioners of Tulsa County, Oklahoma (hereinafter called the "County"), and the Tulsa County Industrial Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into a certain Projects Agreement (hereinafter called the "Agreement"), dated April 1, 2016, whereby the County agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's \$38,020,000 Capital Improvement Revenue Bonds, Series 2016 and other obligations of the Authority therein described as therein provided; and

WHEREAS, it is necessary that such Agreement be ratified and affirmed for the fiscal year of the County ending June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA:

SECTION 1. The Agreement dated April 1, 2016, between the County and the Authority is hereby ratified and affirmed by the governing body of the County of Tulsa, Oklahoma, for the fiscal year ending June 30, 2020.

Adopted this ____ day of July, 2019.

Chairman of the Board of County
Commissioners

ATTEST:

County Clerk

(SEAL)

RESOLUTION

WHEREAS, the Board of County Commissioners of Tulsa County, Oklahoma (hereinafter called the "County"), and the Tulsa County Industrial Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into a certain Projects Agreement (hereinafter called the "Agreement"), dated October 1, 2015, whereby the County agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's \$3,100,000 Subordinate Capital Improvement Revenue Bonds, Series 2015 and other obligations of the Authority therein described as therein provided; and

WHEREAS, it is necessary that such Agreement be ratified and affirmed for the fiscal year of the County ending June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA:

SECTION 1. The Agreement dated October 1, 2015, between the County and the Authority is hereby ratified and affirmed by the governing body of the County of Tulsa, Oklahoma, for the fiscal year ending June 30, 2020.

Adopted this ____ day of July, 2019.

Chairman of the Board of County
Commissioners

ATTEST:

County Clerk

(SEAL)

RESOLUTION

WHEREAS, the Board of County Commissioners of Tulsa County, Oklahoma (hereinafter called the "County"), and the Tulsa County Industrial Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into a certain Projects Agreement (hereinafter called the "Agreement"), dated July 1, 2014, whereby the County agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's \$9,595,000 Capital Improvement Revenue Bonds, Series 2014 and other obligations of the Authority therein described as therein provided; and

WHEREAS, it is necessary that such Agreement be ratified and affirmed for the fiscal year of the County ending June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA:

SECTION 1. The Agreement dated July 1, 2014, between the County and the Authority is hereby ratified and affirmed by the governing body of the County of Tulsa, Oklahoma, for the fiscal year ending June 30, 2020.

Adopted this ____ day of July, 2019.

Chairman of the Board of County
Commissioners

ATTEST:

County Clerk

(SEAL)

RESOLUTION

WHEREAS, the Board of County Commissioners of Tulsa County, Oklahoma (hereinafter called the "County"), and the Tulsa County Industrial Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into a certain Projects Agreement (hereinafter called the "Agreement"), dated December 1, 2017, whereby the County agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's \$53,700,000 Capital Improvements Revenue Bonds, Series 2017 and other obligations of the Authority therein described as therein provided; and

WHEREAS, it is necessary that such Agreement be ratified and affirmed for the fiscal year of the County ending June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA:

SECTION 1. The Agreement dated December 1, 2017, between the County and the Authority is hereby ratified and affirmed by the governing body of the County of Tulsa, Oklahoma, for the fiscal year ending June 30, 2020.

Adopted this ____ day of July, 2019.

Chairman of the Board of County
Commissioners

ATTEST:

County Clerk

(SEAL)

RESOLUTION

WHEREAS, the Board of County Commissioners of Tulsa County, Oklahoma (hereinafter called the "County"), and the Tulsa County Public Facilities Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into a certain Projects Agreement (hereinafter called the "Agreement"), dated July 6 2015, whereby the County agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's \$14,745,000 Capital Improvement Refunding Revenue Bonds, Series 2015 and other obligations of the Authority therein described as therein provided; and

WHEREAS, it is necessary that such Agreement be ratified and affirmed for the fiscal year of the County ending June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA:

SECTION 1. The Agreement dated July 6, 2015, between the County and the Authority is hereby ratified and affirmed by the governing body of the County of Tulsa, Oklahoma, for the fiscal year ending June 30, 2020.

Adopted this ____ day of July, 2019.

Chairman of the Board of County
Commissioners

ATTEST:

County Clerk

(SEAL)

STATE OF OKLAHOMA
TULSA COUNTY
RECORDED

2019 JUN 14 PM 1:55

REC'D
TULSA COUNTY CLERK

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director 

TO: Board of County Commissioners

SUBJECT: Lease Agreement -ImageNet Consulting

Submitted for your approval and execution is the attached Lease Agreement between the Board of County Commissioners on behalf of the Tulsa County Administrative Services and ImageNet Consulting for a one year extended warranty for the equipment lease on a HP Latex 315 machine, located in the Carol Crowson Annex Building, 633 West 3rd Street, Tulsa, Oklahoma 74127.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.

Equipment Lease Agreement

Lessee Information

Lessee Legal Name				
Board of County Commissioners Tulsa County, OK				
Street Address				
Tulsa County Administrative Services Carol Crowson Annex Bldg. 633 West 3rd Street				
City	County	State	Zip	Phone Number
Tulsa	Tulsa	Oklahoma	74127	918-596-7746

Equipment Description

Make and Type	Quantity	Model	Attachments	Serial Number
HP Latex 315	1	V7L46A#B1k		
Term Extended Warranty	1	U9JC8E		

Location	Address:	City:	County:	State:	Zip:
		Tulsa	Tulsa	OK	

Terms and Payment Schedule

Term in Months	Lease Payment
36	\$470.33

Lessee (Full Legal Name)
Board of County Commissioners Tulsa County, OK

Tulsa County Approval:

By ☒

Authorized Signature Title

Nelson M. Felder 6-25-19

**APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY**

Certificate of Acceptance of Leased Equipment
We hereby acknowledge that on the date indicated below we received delivery of all the equipment described in the lease numbered above. The equipment is accepted by us as the Equipment described in the Lease and is satisfactory in all respects for the purposes of said Lease.

Lessee ☒

Authorized Signature Date

Terms and Conditions

The words YOU and YOUR mean the Lessee. The words WE, US, and OUR refer to the Lessor.

1. **RENTAL ("AGREEMENT"):** We agree to rent to you and you agree to rent from us the equipment listed above (Equipment). You promise to pay us the rental payment according to the payment schedule shown above. The parties intend this Agreement to be a finance lease under Article 2A of the Uniform Commercial Code and equipment will be quoted at fair market value at the end of the rental term unless otherwise specified in this Agreement. This Agreement is non-assignable.

2. **TERM AND RENT:** The initial term shall commence on the day that any of the Equipment is delivered to you (the Commencement Date). The installments of rent shall be payable in advance, at the time and in the amounts provided above, commencing on the Commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all rent and any additional rent or expenses chargeable under this Agreement shall have been paid in full. Lessee's obligation to pay the rent and other obligations hereunder shall be absolute and unconditional and are not subject to any statement, set-off, defense or counter-claim that may be asserted by Lessee.

3. **NO WARRANTIES:** We are renting the Equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you for the term of this Agreement any warranties made by manufacturer or supplier to us. NEITHER SUPPLIER NOR ANY AGENT OF SUPPLIER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR MODIFY ANY TERM OR CONDITION OF THE AGREEMENT.

4. **OWNERSHIP:** We are the owner of the Equipment and have title to the Equipment. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds, products, rents or profits therefrom. In state where permissible, you hereby authorize us to cause this Agreement or any statement or other instrument in respect to this Agreement showing our interest in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and re-filed and re-recorded and grant us the right to execute your name thereto. You agree to execute and deliver any statement or instrument requested by us for such purpose. You agree to pay or reimburse us for all losses (including, but not limited to, any property taxes), fees, fines and penalties relating to use or ownership of the Equipment or to this Agreement, now or hereafter.

5. **MAINTENANCE, RISK OF LOSS AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the equipment is damaged or lost you agree to continue to pay rent. You agree during the term of this Agreement, to keep the Equipment fully insured against damage and loss, naming us as the loss payee, to obtain a general public liability insurance policy from a company acceptable to us, including us as an additional insured on the policy. You agree to provide us certificates or other evidence of insurance. If you do not, you agree that we have the right to obtain such insurance on your behalf.

6. **TAXES AND FEES:** You agree to pay when due or reimburse us for all taxes (including, but not limited to, any property taxes), fees, fines and penalties relating to use or ownership of the Equipment or to this Agreement, now or hereafter imposed, levied or assessed by any state, federal or local government or agency.

7. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above. You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it.

8. **RENEWAL TERM:** THIS LEASE IS IRREVOCABLE UNTIL TERMINATED AS PROVIDED HEREIN and Lessee's obligations hereunder shall not be terminated by reason of Lessor's taking or possession of the equipment or for any other reason. The term of this Lease shall be effective upon the delivery of the equipment to Lessee, shall continue for the number of months specified above (the term) following the delivery of the equipment to Lessee and may be renewed annually upon mutual agreement of both parties. All of the terms and conditions of this Lease remain in full force and effect until this Lease is terminated as provided herein.

9. **RETURN:** Unless this Agreement renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by us.

10. **DEFAULT AND REMEDIES:** If you (a) fail to pay rent or any other payment hereunder when due; or (b) fail to perform any of the other terms, covenants or conditions of this Agreement after ten (10) days written notice; or (c) become insolvent or make an assignment for the benefit of creditors; or (d) a receiver, trustee, conservator or liquidator is appointed with or without your consent, you shall be in default under the Agreement and, we may, to extent permitted by applicable law, exercise any one or more of the following remedies: (i) declare due, sue for and receive from you the sum of all rental payments for the unpaid term of this Agreement or any schedule hereto discounted at the rate of 6% per annum and (ii) the anticipated value of the Equipment at the end of the initial term or applicable renewal term of the Agreement (but in no event less than 15% of the original cost of the Equipment) discounted at the rate of 6% per annum and (iii) upon recovery of the same in full, the Equipment shall become your property; (iv) to take immediate possession of the Equipment, and to lease or sell the Equipment or any portion thereof, upon such terms as we may elect, and to apply the net proceeds, less reasonable selling and administrative expenses, on account of your obligations hereunder; (v) require you to return all Equipment at your expense to place reasonably designated by us. Such an election to any other remedies provided for by law and may, to the extent permitted by law, be exercised either concurrently or separately. Exercise of any one remedy shall not be deemed an election of such remedy or to preclude the exercise of any other remedy. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other subsequent default. We shall retain the sum set forth above as a Security Deposit. In the event of default we may apply said Security Deposit to cure any default. We may sell, assign or transfer this Agreement, without notice. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.

11. **CONSENT TO JURISDICTION AND GOVERNING LAW:** YOU CONSENT TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF OKLAHOMA WITH RESPECT TO ANY ACTION ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT. THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST YOU MAY BE FILED IN OKLAHOMA AND THAT YOU MAY BE REQUIRED TO DEFEND AND LITIGATE ANY SUCH ACTION IN OKLAHOMA. You agree that service of process by certified mail, return receipt requested, shall be deemed the equivalent of personal service in any such action. However, nothing in this paragraph shall be construed to limit the jurisdictions in which suit may be filed by any party to this Agreement or the means of obtaining service of process in any such suit. This Agreement shall be governed by and construed according to the laws of the State of Oklahoma. TO THE EXTENT PERMITTED BY LAW, YOU WAIVE TRIAL BY JURY IN ANY ACTION AGAINST US. YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES GRANTED YOU BY SECTION 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE.

12. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN THIS AGREEMENT OR EQUIPMENT. We may sell, assign or transfer this Agreement, without notice. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.

13. **CUSTOMER P.O.:** You agree that any Purchase Order issued to us covering the rental of the Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify terms of this Agreement.

14. **ENTIRE AGREEMENT:** This Agreement contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the parties.

Accepted By

Lessor:
ImageNet Consulting, LLC
TIPS Contract #180103

By:

Title:
Manager

Accepted On:
06/13/2019

Non-Appropriations Rider

Agreement No. 2175562

between "Lessor" ImageNet Consulting, LLC
and "Lessee" Board of County Commissioners Tulsa County, OK

THIS RIDER to the above mentioned lease, loan or financing agreement (collectively the "Agreement") between the Lessor, acting solely as an independent funding source, and the Lessee, a government entity, is intended to be effective as of the same date as the Agreement. This Rider is hereby incorporated into the Agreement as a supplement thereto and amends the Agreement to the extent expressly provided below.

THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

1. **NON-APPROPRIATION OF FUNDS.** In the event no, or insufficient, funds are appropriated and budgeted, in any fiscal period for payments due under the Agreement, Lessee will immediately notify Lessor, or its assignee, in writing of such occurrence, and the Agreement shall terminate, without penalty to Lessee, on the last day of the fiscal period for which appropriations have been received or made, except: (a) as to the portions of payments for which funds have been appropriated and budgeted, or are otherwise available, and (b) as to the Lessee's other obligations and liabilities under the Agreement, accruing or arising prior to or in connection with such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of all Equipment to Lessor, or its assignee, on the date of such termination in the manner set forth in the Agreement. Lessor will have all legal and equitable rights and remedies under the Agreement in addition to the right to possession and control of the Equipment.

2. **CONTINUATION OF LEASE BY LESSEE.** Lessee intends to continue making the payments under the Agreement. Lessee reasonably believes that legally available funds in an amount sufficient to make all payments during the term of the Agreement can be obtained. Lessee agrees that, during the budgeting process for each budget year, the Lessee's staff will provide to the appropriate governing body proper notification of any payments due under the Agreement during the applicable budget year. Notwithstanding this covenant, if Lessee fails to appropriate funds sufficient for the payments under the Agreement, the Agreement shall terminate as provided above.

3. **PAYMENTS TO BE UNCONDITIONAL.** SUBJECT TO THE TERMS OF THIS RIDER, THE OBLIGATIONS OF LESSEE TO PAY THE PAYMENTS DUE UNDER THE AGREEMENT AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED THEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS, CLAIMS OR ACTIONS AGAINST ANY EQUIPMENT VENDOR, DEALER OR MANUFACTURER.

4. **CONTROLLING TERMS; MISCELLANEOUS.** If there are any inconsistencies between the provisions of this Rider and the provisions of the Agreement, the express provisions of this Rider shall control. Except as expressly set forth in this Rider, all of the terms and conditions of the Agreement remain binding and in full force and effect as set forth in the Agreement. Lessee confirms that to date both Lessor and Lessee have fully and properly performed under the Agreement and that Lessee remains bound to Lessor by said Agreement. To the extent not otherwise defined in this Rider, the terms used herein shall have the same meaning herein as in the Agreement.

This Rider is executed below to be effective as of the date of the Agreement first given above.

Lessor:

ImageNet Consulting, LLC

Signature ►

Print Name: Jason Zaloudik

Print Title: Manager

Date: 6/13/2019

Lessee:

Board of County Commissioners Tulsa County, OK

Signature ►

Print Name:

Print Title:

Date:

Adam M. Field 6-25-19
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

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

DATE: June 26, 2019

REFERENCE: Equipment Lease and Service Agreement # 310197 with ImageNet Consulting, LLC for Equipment for the Sheriff's Office at the Faulkner Building

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 item and it is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

Nolan M. Fields IV
Assistant District Attorney

CC:
Karen Fasano, TCSO Purchasing Clerk

Equipment Lease Agreement # 310197

Lessee Information

Lessee Legal Name Board of County Commissioners Tulsa County, OK					
Street Address Tulsa County Administrative Services Carol Crowson Annex Bldg. 633 West 3 rd Street					
City Tulsa	County Tulsa	State Oklahoma	Zip 74127	Phone Number 918-596-7746	

Equipment Description

Make and Type	Quantity	Model	Attachments	Serial Number
HP	1	E57540c	Extra Drawer, Stand	

Location	Address: 303 West 1st	City: Tulsa	County: Tulsa	State: OK	Zip: 74103
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Terms and Payment Schedule

Term in Months 60	Lease Payment \$79.80
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Lessee (Full Legal Name) Board of County Commissioners Tulsa County, OK	Tulsa County Approval:
By X Authorized Signature Title	
<p>Certificate of Acceptance of Leased Equipment</p> <p>We hereby acknowledge that on the date indicated below we received delivery of all the equipment described in the lease numbered above. The equipment is accepted by us as the Equipment described in the Lease and is satisfactory in all respects for the purpose of said lease.</p>	
Lessee X Authorized Signature	Date

Terms and Conditions

The words YOU and YOUR mean the Lessee. The words WE, US, and OUR refer to the Lessor.

1. **RENTAL ("AGREEMENT")**: We agree to rent to you and you agree to rent from us the equipment listed above (Equipment). You promise to pay us the rental payment according to the payment schedule shown above. The parties intend this Agreement to be a finance lease under Article 2A of the Uniform Commercial Code and equipment will be quoted at fair market value at the end of the rental term unless otherwise specified in this Agreement. This Agreement is non-cancelable.

2. **TERM AND RENT**: The initial term shall commence on the day that any of the Equipment is delivered to you (the Commencement Date). The installments of rent shall be payable in advance, at the time and in the amounts provided above, commencing on the Commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all rent and any additional rent or expenses chargeable under this Agreement shall have been paid in full. Lessee obligation to pay the rent and other obligations hereunder shall be absolute and unconditional and are not subject to any statement, set-off, defense or counter-claim for any reason whatsoever.

3. **NO WARRANTIES**: We are renting the Equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you for the term of this Agreement any warranties made by manufacturer or supplier to us. NEITHER SUPPLIER NOR ANY AGENT OF SUPPLIER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR MODIFY ANY TERM OR CONDITION OF THE AGREEMENT.

4. **OWNERSHIP**: We are the owner of the Equipment and have title to the Equipment. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds, products, rents or profits therefrom. In state where permissible, you hereby authorize us to cause this Agreement or any statement or other instrument in respect to this Agreement showing our interest in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and in-kind and re-recorded and grant us the right to execute your name thereto. You agree to execute and deliver any statement or instrument requested by us for such purpose. You agree to pay or reimburse us for any searches, filings, recordings, filing fees or taxes related to the filing or recording of any such instrument or statement.

5. **MAINTENANCE, RISK OF LOSS AND INSURANCE**: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the equipment is damaged or lost you agree to continue to pay rent. You agree during the term of this Agreement, to keep the Equipment fully insured against damage and loss, naming us as the loss payee, to obtain a general public liability insurance policy from a company acceptable to us, including us as an additional insured on the policy. You agree to provide us certificates or other evidence of insurance. If you do not, you agree that we have the right but not the obligation to obtain such insurance, in which event you agree to pay us for all costs thereof.

6. **TAXES AND FEES**: You agree to pay when due or reimburse us for all taxes (including, but not limited to, any property taxes), fees, fines and penalties relating to use or ownership of the Equipment or to this Agreement, now or hereafter imposed, levied or assessed by any state, federal or local government or agency.

7. **LOCATION OF EQUIPMENT**: You will keep and use the Equipment only at your address shown above. You agree that the Equipment will not be removed from that address unless you give our written permission to advance to move it.

8. **RENEWAL TERM**: THIS LEASE IS IRREVOCABLE UNTIL TERMINATED AS PROVIDED HEREIN and Lessee's obligations hereunder shall not abate by reason of Lessor's taking of possession of the equipment or for any other reason. The term of this Lease shall be effective upon the delivery of the equipment to Lessee, shall continue for the number of months specified above (the term) following the delivery of the equipment to Lessee and may be renewed annually upon mutual agreement of both parties. All of the terms and conditions of this Lease remain in full force and effect until this Lease is terminated as provided herein.

9. **RETURN**: Unless this Agreement provides or you purchase the Equipment as provided in this Agreement, you shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by us.

10. **DEFAULT AND REMEDIES**: If you (a) fail to pay rent or any other payment hereunder when due, or (b) fail to perform any of the other terms, covenants or obligations of this Agreement after ten (10) days written notice, or (c) become insolvent or make an assignment for the benefit of creditors; or (d) a receiver, trustee, conservator or liquidator is appointed with or without your consent, you shall be in default under the Agreement and, we may, to extent permitted by applicable law, exercise any one or more of the following remedies: (i) declare due, sum for and receive from you the sum of all unpaid payments for the unpaid term of this Agreement or any schedule hereto (discounted) at the rate of 6% per annum and (ii) the anticipated value of the Equipment at the end of the initial term or applicable renewal term of the Agreement (but in no event less than 15% of the original cost of the Equipment) discounted at the rate of 6% per annum and upon recovery of the same in full, the Equipment shall become your property; (iii) we may, at our option, take immediate possession of the Equipment, and to lease or sell the Equipment or any portion thereof, upon such terms as we may elect, and to apply the net proceeds, less reasonable selling and administrative expenses, on account of your obligations hereunder; (iv) require you to return all Equipment as your expense to place reasonably designated by us. Such an election of any other remedy provided for by law and may, to the extent permitted by law, be exercised either concurrently or sequentially. Exercise of any one remedy shall not be deemed an election of any other remedy or to preclude the exercise of any other remedy. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other subsequent default. We shall retain the sum set forth above as a Security Deposit, if applicable, for your performance of your obligations hereunder. Upon lawful termination of this Agreement, provided you are not in default, the Security Deposit, if applicable, shall be returned to you. No interest shall be paid upon said Security Deposit. In the event of default we may apply said Security Deposit to cure any default.

11. **ASSIGNMENT**: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN THIS AGREEMENT OR SUBLEASE THE EQUIPMENT. We may sell, assign or transfer this Agreement, without notice. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new owner will not be subject to any claims, defenses, or set off that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.

12. **CONSENT TO JURISDICTION AND GOVERNING LAW**: YOU CONSENT TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF OKLAHOMA WITH RESPECT TO ANY ACTION ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT. THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST YOU MAY BE FILED IN OKLAHOMA AND THAT YOU MAY BE REQUIRED TO DEFEND AND LITIGATE ANY SUCH ACTION IN OKLAHOMA. You agree that service of process by certified mail, return receipt requested, shall be deemed the equivalent of personal service in any such action. However, nothing in this paragraph shall be construed to limit the jurisdiction in which suit may be filed by any party to this Agreement or the means of obtaining service of process in any such suit. This Agreement shall be governed by and construed according to the laws of the State of Oklahoma. TO THE EXTENT PERMITTED BY LAW, YOU WAIVE TRIAL BY JURY IN ANY ACTION AGAINST US. YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES GRANTED YOU BY SECTION 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE.

13. **CUSTOMER P.O.**: You agree that any Purchase Order issued to us covering the rental of this Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify terms of this Agreement.

14. **ENTIRE AGREEMENT**: This Agreement contains the entire arrangement between you and us and no modification of this Agreement shall be effective unless in writing and signed by the parties.

Accepted By

Lessor: ImageNet Consulting, LLC	By: <i>Alan Webb</i>	Title: <i>GM</i>	Accepted On: <i>3-29-19</i>
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TIPS Contract #180103

1. 10 simlntly accetente...
County does not agree to this term. In light of the Non-Appropriation Addendum, this term does not seem workable. For the sake of clarity, County requests this term be stricken.

[Nolan Fields]

Alan Webb

ImageNet

Customer Information

Service Agreement #310197

Legal Name:	Board of County Commissioners Tulsa County, OK						
Billing Address:	Tulsa County Administrative Services Carol Crowson Annex Bldg. 633 West 3 rd Street						
City:	Tulsa	State:	OK	Zip:	74127	Main Phone #:	918-596-7746
Equipment Address:							
City:	Tulsa	State:	OK	Zip:	74103	Phone #:	
Main Contact:	Daniel Lutz	E-Mail:	dlutz@tcsco.org		Phone:	918-894-2588	Ext:
Meter Contact:		E-Mail:			Phone:		Ext:
A/P Contact:	Victoria Wilson	E-Mail:	vmwilson@tulsacounty.org		Phone:	918-596-5881	Ext:

Equipment Description

Make	Model	Serial #	Make	Model	Serial #
IIP	E57540c				

Agreement Terms

Term in Months	Base to be billed in advance:	Overages/Images to be billed:
60	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly

Service Plan

Base Payment & Overage / Cost per Image Terms

- ☐ = Parts, Drums & Labor
☒ = Parts, Drums, Labor & Toner
☐ = Parts, Drums, Labor, Toner & Staples
☒ = OEM Supplies ☐ = Compatible Supplies

Monthly Base Charge: \$11.50

BW images included:	1,000	images/overages billed @:	.0115	per image
Color images included:	0	images/overages billed @:	.0513	per image

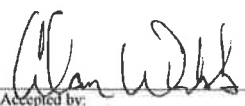

Standard Services

- Implementation:** ImageNet Consulting, LLC will inspect any existing equipment currently located at Customer's site and is to be covered under this Agreement to determine that it is in good mechanical condition prior to this Agreement's Effective Date. Should the equipment require significant repair or overhaul, such repairs may be charged to the Customer at current ImageNet Consulting, LLC rates. Such repairs will be performed and charged only upon agreement of both parties. Any new equipment to be installed by ImageNet Consulting, LLC as part of this agreement will be covered upon installation and execution of this agreement.
- Quick-Response Technical Service:** In accordance with the selected "Service Plan" listed above ImageNet Consulting, LLC will provide service and all maintenance, including unlimited service calls, parts (as classified by the manufacturers) and consumable supplies including: maintenance kits, transfer kits, fuser kits, process kits, developer and imaging drums and toner on the equipment listed above or attached schedule(s) for the term of the Agreement with the following stipulations and exceptions.
- Quality Assurance:** ImageNet Consulting, LLC will ensure reasonable equipment uptime through ImageNet Consulting, LLC performance management and reporting tools. Performance reviews may be scheduled at Customer's request.
- Web-Based Support Services:** ImageNet Consulting, LLC will provide its standard web-based support services including but not limited to: service call dispatch, supply orders, and meter-read input available at www.imagenetconsulting.com.
- Meter Reading:** Customer may report meters either by phone, email, facsimile, or ImageNet Consulting, LLC on-line web-reporting tool. ImageNet Consulting, LLC may activate and use monitoring software to provide meter readings as well as report service issues and provide supply levels for networked equipment. A key Customer contact will be responsible for providing access to allow ImageNet Consulting, LLC to collect meters when needed. If no meter is received, ImageNet Consulting, LLC reserves the right to utilize past meters to estimate any required meter in order to process billing.
- Correspondence:** All correspondence relating to the notifications within this agreement are to be sent via registered letter to the Contracts Department at: 913 N. Broadway, Oklahoma City, OK 73102 attention Contracts.

Key Contact: Customer agrees to make available and designate a key contact for general administration of this Agreement. If the employment status of Customer key contact changes so as to affect the contact's availability to perform this assignment, Customer shall promptly inform ImageNet Consulting, LLC and replace with a new key contact.

Software & Connectivity: ImageNet Consulting, LLC will connect up to four (4) workstations during initial installation; additional workstations will be subject to additional charges. ImageNet Consulting, LLC will provide to customer a Connectivity Information Sheet ("CIS") prior to installation of any equipment that requires software or connectivity. The CIS form will cover the entire scope of work to be performed during the initial set up of the equipment. Issues relating to software and/or connectivity within the installation scope of work after ninety (90) days of the initial set up are independent of this agreement. At the Customer's request ImageNet Consulting, LLC will provide a new scope of work related to any issues that arise after ninety (90) days of the initial install. Any additional charges that may apply will not be performed unless both parties have agreed to and executed a new scope of work.

TIPS Contract #180103 Initial

Board of County Commissioners Tulsa County, OK Authorized Signature:	ImageNet Consulting, LLC Authorized Signature:
	  3-29-19
Accepted by:	Accepted by:
Title:	Title:
Date:	Date:

[no notes on this page]

Standard Terms & Conditions

1. **General**
 - a. Upon request ImageNet Consulting, LLC will supply the manufacturer's suggested yield and fill rates. If the supply consumption exceeds the manufacturer's suggested yield and fill rates by more than twenty percent (20%) ImageNet Consulting, LLC may assess a surcharge equal to the manufacturer's suggested retail price (MSRP) of the additional usage.
 - b. ImageNet Consulting, LLC may reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as print quality is not affected.
 - c. ImageNet Consulting, LLC will not be obligated to provide service on Printers or Multi-Function Printers (MFP) where Customer uses (i) supplies; (ii) printer parts; or (iii) paper that does not meet manufacturer's specifications and/or Customer uses supplies or spare parts not obtained through ImageNet Consulting, LLC. ImageNet Consulting, LLC may charge its standard hourly rates to repair Printers or MFPs with service problems as a result of Customer's misuse of these items. The term supplies includes: toner, developer, drums and supply modules.
 - d. If the Equipment is modified, altered, or serviced by personnel other than ImageNet Consulting, LLC representative, ImageNet Consulting, LLC may charge Customer for any damage resulting from such modification, alteration, or improper service.
 - e. ImageNet Consulting, LLC will not be responsible for delays, inability to provide service calls due to strikes, accidents, acts of God or any other event beyond its control. All Service under this agreement will be rendered during normal working hours of 8:00am to 5:00pm Monday through Friday unless otherwise agreed upon in writing by both parties.
 - f. In the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of this Agreement can be transferred to a new machine purchased through ImageNet Consulting, LLC.
 - g. In the event of rising fuel costs ImageNet Consulting, LLC reserves the right to add a fuel charge to the monthly, quarterly or annual invoice.
 - h. If applicable Customer may exercise the right to reduce the "Base Charge" and "images included" by up to 10%. A reduction of a greater percentage will require that this agreement be terminated and new agreement signed with new billing rates.
2. **Coverage Excluded:** This Agreement excludes the following unless otherwise specified:
 - a. ☒ Paper and staples;
 - b. ☐ Any and all equipment not listed on Schedule A or on front of this agreement; external cards, hard drives or supplemental hardware; and software;
 - c. **Network Connected Equipment:** Network connected equipment will be covered up to the network connection of the Printer/Multi-Function Printer ("MFP"). Issues relating to software and/or connectivity after ninety (90) days of installation will require a new scope of work at the Customer's request and does not effect this Agreement.
 - d. ☐ Items damaged by Customer, including but not limited to, doors, paper trays and covers. Replacement of these items will be charged to the Customer at current ImageNet Consulting, LLC rates.
 - e. ☐ It is client's responsibility to insure that any connected device meets with their network security policy, included but not limited to any malware protection.
3. **Equipment Guidelines:** All equipment covered under this Agreement must adhere to the following guidelines:
 - a. Equipment must be placed in a normal office setting with sufficient amount of space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
 - b. Equipment must always be operated on an electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer. Moreover, if stipulated by the Scope of Services Agreement, Equipment must be operated on an isolated electrical line.
 - c. Equipment must be operated within the specified operational (including usage) specifications.
 - d. Only ImageNet Consulting, LLC furnished supplies and parts may be used on the Equipment.
 - e. ImageNet Consulting, LLC supplies and parts found in equipment not covered within this agreement will be invoiced at the manufacturer's suggested MSRP.
4. **Additional Equipment:** Customer must immediately notify ImageNet Consulting, LLC upon installation and network connection of any additional equipment at Customer's site capable of using ImageNet Consulting, LLC supplied toner cartridges. Upon installation, such equipment will automatically be included as the Equipment under this Agreement and billed accordingly to Customer.
5. **Back Orders.** Unless otherwise noted within this agreement ImageNet Consulting, LLC may provide to customer compatible supplies if unable to receive supplies from the manufacturer due to back orders.
6. **Term:** This Agreement will begin on the Effective Date and continue for a term designated in the Agreement Terms section of this Agreement (the "Initial Term"). This Agreement may renew annually upon mutual agreement of both parties; unless Customer provides written notice to ImageNet Consulting, LLC of its intent to cancel the Agreement at least thirty (30) days prior to the last day of the then current term. ImageNet Consulting, LLC may cancel this Agreement at the end of each term without written notice. ImageNet Consulting, LLC reserves the right to increase contract rates annually, not to exceed 0% of the previous Base Coverage & Excess terms.
7. **Payment:** Payment is due thirty (30) days from date of invoice. Customer will pay all federal, state and local sales, use property, excise or other taxes imposed with respect to the equipment listed on this Agreement.
8. **Assignment:** ImageNet Consulting, LLC may sell, assign or transfer this Agreement, without notice. Customer agrees that if ImageNet Consulting, LLC sells, assigns or transfers this Agreement, the new owner will have the same rights and benefits that ImageNet Consulting, LLC now has. Customer agrees that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, ImageNet Consulting, LLC agrees to remain responsible for our obligations hereunder. Customer may not sell, transfer and/or assign this Agreement without the prior written consent of ImageNet Consulting, LLC, such consent not to be unreasonably withheld.
9. **Miscellaneous:** This Agreement supersedes all prior discussions or understandings between the parties. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.
10. **Breach or Default:** If the Customer does not pay all charges for services as provided hereunder, promptly when due: (1) ImageNet Consulting, LLC may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. (cash on deliver) "Per Call" basis at published rates **Jurisdiction:** This Agreement will be governed by and construed according to the laws of the State of Oklahoma applicable to agreements wholly negotiated, executed and performed in Oklahoma. It constitutes the entire Agreement between parties and may not be modified except in writing signed by duly authorized officers of ImageNet Consulting, LLC and the Customer.
11. **OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, IMAGENET CONSULTING, LLC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. IMAGENET CONSULTING, LLC WILL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE USE OF THE EQUIPMENT AND THE CUSTOMER HEREBY WAIVES ANY CLAIMS RELATED THERETO.**

Initial _____

Non-Appropriations Rider

Agreement No. 310197

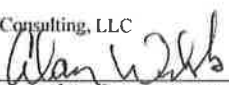
between "Lessor" ImageNet Consulting, LLC
and "Lessee" Board of County Commissioners Tulsa County, OK

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2. **CONTINUATION OF LEASE BY LESSEE.** Lessee intends to continue making the payments under the Agreement. Lessee reasonably believes that legally available funds in an amount sufficient to make all payments during the term of the Agreement can be obtained. Lessee agrees that, during the budgeting process for each budget year, the Lessee's staff will provide to the appropriate governing body proper notification of any payments due under the Agreement during the applicable budget year. Notwithstanding this covenant, if Lessee fails to appropriate funds sufficient for the payments under the Agreement, the Agreement shall terminate as provided above.
3. **PAYMENTS TO BE UNCONDITIONAL.** SUBJECT TO THE TERMS OF THIS RIDER, THE OBLIGATIONS OF LESSEE TO PAY THE PAYMENTS DUE UNDER THE AGREEMENT AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED THEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS, CLAIMS OR ACTIONS AGAINST ANY EQUIPMENT VENDOR, DEALER OR MANUFACTURER.
4. **CONTROLLING TERMS; MISCELLANEOUS.** If there are any inconsistencies between the provisions of this Rider and the provisions of the Agreement, the express provisions of this Rider shall control. Except as expressly set forth in this Rider, all of the terms and conditions of the Agreement remain binding and in full force and effect as set forth in the Agreement. Lessee confirms that to date both Lessor and Lessee have fully and properly performed under the Agreement and that Lessee remains bound to Lessor by said Agreement. To the extent not otherwise defined in this Rider, the terms used herein shall have the same meaning herein as in the Agreement.

This Rider is executed below to be effective as of the date of the Agreement first given above.

<p>Lessor: ImageNet Consulting, LLC</p> <p>Signature ► <u></u></p> <p>Print Name: <u>ALAN WEBB</u></p> <p>Print Title: <u>GM</u></p> <p>Date: <u>3-29-19</u></p>	<p>Lessee: Board of County Commissioners Tulsa County, OK</p> <p>Signature ► _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> <p>Date: _____</p>
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The information in this e-mail message (including any information contained in attachments hereto) is intended only for use of the addressee. This e-mail message may contain confidential or privileged information. If you receive this e-mail message unintentionally, please notify the sender promptly and then delete this message. E-mail transmission is not guaranteed to be secured or error free. The sender is in no way liable for any errors or omissions in the content of this e-mail message, which may arise as a result of e-mail transmission. E-mails, text messages, and other electronic communications made or received in connection with the conducting of public business, the expenditure of public funds, or the administration of public property are subject to the Oklahoma Open Records Act and the Records Management Act.

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director 

TO: Board of County Commissioners

SUBJECT: Exhibitor Agreement-Cox Media Group

Submitted for your approval and execution is the attached Exhibitor Agreement between the Board of County Commissioners on behalf of the Tulsa County Assessor's Office and Cox Media Group for booth rental at the Home and Garden Expo of Oklahoma Show from July 19, 2019 through July 21, 2019.

Respectfully submitted for your approval and execution.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



2019 "Home & Garden Expo of Oklahoma"
BOOTH ONLY EXHIBITOR AGREEMENT
 The Exchange Center at Expo Square
 July 19 - 21, 2019



COVER SHEET

THIS "HOME & GARDEN EXPO OF OKLAHOMA" EXHIBITOR AGREEMENT (this "Agreement") is made as of the date of signature below ("Effective Date") by and between Cox Media Group, Inc. a Delaware Corporation with offices at 2625 S. Memorial Dr., Tulsa, Oklahoma 74129 ("Cox") and the exhibitor identified below ("Exhibitor"). This agreement will consist of this Cover Sheet/Order Form, the attached Terms and Conditions, and any and all attachments and/or incorporated policies.

Exhibitor Information

Company Name: BOCC ON BEHALF OF TULSA COUNTY ASSESSOR
 Exhibit Space Name (as it should appear on booth sign): TULSA COUNTY ASSESSOR
 Address: 500 SOUTH DENVER
 City, State: TULSA, OK Zip: 74103 Phone: 918-596-5169
 Contact Name: AUDREY ISABELLE Fax: _____
 Web Address: http:// _____ Cell: 970-744-8206
 Email Address: aisabelle@tulsa-county.org

(Email is the primary way we'll communicate with you!)

ORDER FORM

Exhibit Space Selections: 1st Choice 2nd Choice 3rd Choice 4th Choice
 (See floor plan) 257 281 271 225

Product/Service to be displayed (please BE SPECIFIC): _____

NOTE: ONLY the products listed above may be displayed/sold!

List Competitors (for booth placement purposes): _____

* Will you be selling products from your booth? YES NO * Do you need 220V power in your booth? YES NO

Booth Only Exhibitor Fees		
Booth Size	Booth Fee #	Total
6' x 12' **	\$530	
6x12 End Cap or Corner	ADD \$100	
10' x 10'	\$750	
10' x 20'	\$1,365	<u>1365</u>
10' x 30'	\$1,905	
10' x 40' / 20' x 20'	\$2,480	
20' x 30'	\$3,735	
10x10 End Cap or Corner	ADD \$200	
Total booth cost		<u>1365</u>
\$200 Non-refundable deposit due with contract		
Balance due by June 12, 2019		

** (VERY limited number of these booths available.)

Accepted by Exhibitor

By: X Date: _____

Return completed agreement to:
 The Home & Garden Expo of Oklahoma
 c/o Cox Media Group
 2625 S. Memorial Dr.
 Tulsa, OK 74129
 Phone: (918) 523-2067 / Fax (918) 493-5357
 Lisa Burkman - Event Coordinator
 Email: Lisa.Burkman@Coxinc.com

Method of Payment:

____ Check included (payable to Cox Radio, Inc.)

____ I have a CREDIT ACCOUNT with Cox Radio, Inc.

____ Charge to Visa/MasterCard/AMEX

*To pay by credit card, call CMG Payments at 1-888-533-0767 Mon-Fri between 8am and 6pm CST.

*To pay by electronic check, go to www.CMGPayments.com. Click on the Pay Tulsa Radio button and follow the prompts.

- Booth Fee Includes: floor space, pipe & drape, table/chairs, wastebasket, booth ID sign, access to electricity and listing/ hotlink on exhibitor's page on all 5 Cox Radio - Tulsa web pages.

Accepted by Cox Radio, Inc.

By: _____ Date: _____

DO NOT COMPLETE THIS SECTION. FOR COX RADIO USE ONLY

Booth #: _____ Date Rec'd: _____
 Deposit Amt. Rec'd: \$ _____ Dep-Method: _____
 Balance: \$ _____ AE: _____
 Bal due by 6/12/19: \$ _____ Bal-Method Rec'd: _____
 ME _____ MA _____ MO _____ MP _____ Web _____ Move-In _____ C/M _____

Nick M. Fildes 6-25-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

"THE 2019 HOME & GARDEN EXPO OF OKLAHOMA" - TULSA, OKLAHOMA

TERMS AND CONDITIONS

1. **Defined Terms:** "Event" means the 2019 "Home & Garden Expo of Oklahoma", currently scheduled to be held on July 19-21, 2019 ("Event Date") at the Exchange Center at Expo Square ("Exhibit Facility"). Event is owned, produced and managed by Cox Radio, Inc. ("Cox"). "Organizer" means, collectively, Cox Radio, Inc., its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this Agreement upon acceptance by Cox in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. "Order Form" means the order form attached to these terms and conditions. "Agreement" means these terms and conditions, together with the attached Order Form. "Effective Date" means the date of latest signature of this Agreement.

2. **Contract Acceptance:** This Agreement shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed on the facing page by a duly authorized representative of Cox.

3. **Assumption of Risks; Releases:** Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph or not.

4. **Indemnification:** Exhibitor shall indemnify, defend (with legal counsel satisfactory to Cox), and hold Organizer and the Exhibit Facility harmless from and against all claims, demands, suits, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with (a) Exhibitor's participation or presence at the Event, (b) any contract, agreement, covenant, promise or other obligations under this Agreement or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is responsible under the terms of this Agreement or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or personal injury (including death) caused by the fault or negligence of Exhibitor.

5. **Limitation of Liability:** UNDER NO CIRCUMSTANCES SHALL ORGANIZER OR THE EXHIBIT FACILITY BE LIABLE FOR ANY LOST PROFITS OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER FOR ANY OF THEIR ACTS OR OMISSIONS, WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. IN NO EVENT SHALL ORGANIZER'S MAXIMUM LIABILITY UNDER ANY CIRCUMSTANCE EXCEED THE AMOUNT ACTUALLY PAID TO COX BY EXHIBITOR FOR EXHIBIT SPACE RENTAL PURSUANT TO THIS AGREEMENT. ORGANIZER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE NUMBER OF PERSONS WHO WILL ATTEND THE EVENT OR REGARDING ANY OTHER MATTERS. NEITHER ORGANIZER, NOR THE OWNERS OR LESSORS OF THE EVENT FACILITY, SHALL ASSUME ANY RESPONSIBILITY FOR EXHIBITOR'S PERSONAL OR OTHER PROPERTY.

6. **Qualifications of Exhibitor:** Organizer, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and services to the home & garden industry. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. Exhibitor shall not exhibit or permit to be exhibited in the space allocated to it any merchandise other than that specified in its application. Organizer reserves the right to restrict or remove any exhibit, or any portion thereof, that Cox, in its sole discretion, believes is objectionable or inappropriate.

7. **Assignment of Space:** Exhibit space shall be assigned by Organizer in its sole discretion for the Event and for the Event Dates only. That assignment does not imply that similar space will be assigned for future Events. Organizer reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason.

8. **Booth Placements:** Organizer will attempt to honor all booth placements based on exhibitor's request if application and payment are made within the time frame described in Section 9, below. However, Organizer reserves the right to make alternative placement if situations warrant.

9. **Payment; Cancellation by Exhibitor:** Exhibitor agrees to pay the exhibition fee listed on the attached order form ("Exhibition Fee"), per the stipulated payment terms on the order form. Exhibitor may cancel this Agreement but understands that all monies/deposits paid will be forfeited to the Organizer. Organizer reserves the right to treat Exhibitor's downsizing of booth space as cancellation of this Agreement and an offer to enter into a new agreement to purchase new booth space. Exhibitor may be required to move to a new location if it requests a downsizing of space.

10. **Cancellation by Organizer:** If Exhibitor fails to make a payment required by this Agreement by the date specified in Section 9, above, Organizer may terminate this Agreement (and Exhibitor's participation in the Event) upon notice to Exhibitor and without obligation to refund any monies previously paid. Organizer reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Organizer. Organizer is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability hereunder. Organizer may also terminate this Agreement upon written notice of termination if Exhibitor breaches any of its obligations under this Agreement or any other contract or arrangement with Organizer, without any obligation on Organizer's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If Organizer removes or restricts an exhibit (or any portion thereof) that Organizer considers to be objectionable or inappropriate, no refund (or partial refund) will be due to Exhibitor.

11. **Cancellation of the Event:** If Organizer cancels the Event due to circumstances beyond the reasonable control of Organizer (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), Organizer shall refund to Exhibitor its Exhibition Fee previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer to Exhibitor. Organizer reserves the right to cancel, rename or relocate the Event or change the Event Dates. If Organizer changes the name of the Event, relocates the Event to another event facility within the same city, or changes the Event Dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, but Organizer shall assign to Exhibitor, in lieu of the original space, other space as Organizer deems appropriate and Exhibitor agrees to use that space under the terms of this Agreement. If Organizer elects to cancel the Event other than for a reason previously described in this paragraph, Organizer shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

12. **Exhibit Space Occupancy:** Organizer shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to install its display in its assigned space by 3:00pm on July 18, 2019 or leaves its space unattended at any time during the Event, Organizer shall have the right to take possession of the space and terminate this Agreement, in which case no refund will be due to Exhibitor. All exhibits must be open for business at all times during the Event.

13. **Trade Show Set-Up and Show Hours:** Information on set-up will be distributed prior to event. Event hours will be contained in the Exhibitor Service Manual (as defined below). Without limiting the foregoing, Exhibitor agrees to comply with the following:

(a) Only Exhibitor, its employees and contractors will be permitted in its booth 45 minutes prior to the published "Show Open Times."

(c) No staff of the Event Facility has any authority in regard to exhibits, or in exhibit area other than authorized Event security personnel.

(d) **NO BREAKDOWN or DISMANTLING OF EXHIBITS** will be permitted before the Event officially closes down at 5:00pm on Sunday, July 21, 2019. Early breakdown or dismantling will jeopardize future participation in Organizers events.

(e) All solid opaque structures will be confined to within 5 feet of the back line of Exhibitor's booth space in a 10x10 booth, 4 feet back for an 8x8. No merchandise displays may block viewing of any other exhibits. See "Good Neighbor Policy" in Service Manual for reference.

14. **Listings and Promotional Materials:** By exhibiting at the Event, Exhibitor grants to Organizer a royalty-free, worldwide, perpetual nonexclusive license to use, display and reproduce the names, logos, trademarks, trade names, and product names (collectively, "Exhibitor Marks") of Exhibitor in any directory (print, electronic or other media) listing the companies exhibiting at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials. Organizer may also take video and/or photographs of Exhibitor's booth space and exhibit (which such video and/or photographs may include incidental instances of Event guests and personnel) during, before or after the open hours of the Event and use such video and/or photographs for any promotional purpose. Organizer hereby grants to Exhibitor a limited non-exclusive license to use, display and reproduce the name of the Event (the "Event Mark") solely and directly in connection with exhibiting at the Event. Exhibitor may not use the Event Mark in any other way, including but not limited to, on party invitations, for special events or on marketing materials. This limited license expires at the conclusion of the Event. Organizer may terminate this license immediately at any time for any reason or no reason.

15. **Care of Exhibit Facility:** Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor, its employees or agents.

16. **Taxes and Licenses:** Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of Organizer.

Exhibitor Initials: _____

17. Insurance: Exhibitor shall, at its own expense, secure and maintain through the term of this Agreement, including move-in and move-out days, the insurance set forth below. The insurance shall be primary over any other valid and collectible insurance of Organizer for claims arising out of Exhibitor's operations. All policies shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

a) **Workers' Compensation & Employers Liability Insurance** in statutory amounts for workers' compensation and at least \$500,000 per accident for employers liability covering all employees, agents or others hired by Exhibitor;

b) **Comprehensive general liability insurance** with limits not less than \$1,000,000 per occurrence, \$3,000,000 in the aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual liability, operation of mobile equipment, products liability and, if applicable, automobile liability;

c) If applicable, **automobile liability insurance** with limits not less than \$500,000.

The above required general liability insurance policy shall be an additional insured to Cox Radio, Inc. (2625 S. Memorial Dr., Tulsa, OK 74129) and Tulsa County Health Facilities Authority (4145 E. 21st St., Tulsa, OK 74142), and their subsidiaries, affiliates, officers, directors, employees, agents and representatives. All policies shall also provide that coverage may not be canceled without 30 days' advance written notice to Organizer. All policies maintained by Exhibitor hereunder will be with insurers with an A.M. Best's rating of not less than A-10 and licensed to do business in applicable states. The requirements set forth above will not be construed as a limitation of any potential liability on behalf of Exhibitor. Exhibitor will bear all costs of deductibles and retentions and will remain solely and fully liable for the full amount of any claim, damages, liability, loss or expense for which it is otherwise liable hereunder regardless of any failure of coverage or insurance. Organizer's obligations under this Agreement shall survive the termination or expiration of this Agreement.

18. **Intellectual Property:** Exhibitor represents and warrants that it owns (or has the right to use and/or license to Organizer the right to use) all content, including all Exhibitor Marks and copyrighted material provided to or otherwise used by the Organizer pursuant to this Agreement, and that such use by the Organizer will not violate the rights of any third party. Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments. Without limiting the generality of the foregoing, Exhibitor will not produce, perform or broadcast any music in connection with its exhibit without first obtaining rights from the appropriate music licensing organizations (e.g., ASCAP, BMI, and SESAC). Organizer may refuse to permit Exhibitor to exhibit or display any items that Organizer reasonably believes infringe the rights of other parties. If Exhibitor refuses to remove any of those items from display, in addition to any other remedies available, Organizer may terminate this Agreement immediately and evict Exhibitor from the Event without any liability to Exhibitor or any other party.

19. **Observance of Laws:** Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Event Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act, and all state and local fire codes. All materials used for display of any kind must be fire-proofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. The use of crepe paper and any decorative paper of any type are prohibited and will not be permitted. Exhibitor's display must meet all applicable fire regulations. Displays that do not pass inspection will be ordered closed until such fire hazards are corrected against further danger of fire. Organizer reserves the right to close Exhibitor's exhibit, without liability, if Exhibitor fails to comply with this provision.

20. **Exhibitor Conduct:** Organizer has sole control over attendance policies. Exhibitor shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. The use of cameras and video cameras on the exhibit floor is strictly prohibited without the prior permission of Organizer.

21. **Exhibitor Service Manual:** Prior to the Event, Organizer will send a service manual (the "Exhibitor Service Manual") to the "Primary Contact" listed on the Order Form. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out information.

22. **Incorporation of Rules and Regulations:** Any and all matters pertaining to the Event and not specifically covered by this Agreement shall be subject to determination by Organizer in its sole discretion. Organizer may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, upon notice to Exhibitor. Any rules and regulations adopted by Organizer in connection with the Event (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this Agreement and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by Organizer as soon as such additional rules or regulations are communicated to Exhibitor.

23. **Outside Exhibits/Hospitality Suites:** Exhibitor is prohibited, without express advance written approval from Organizer, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized tours of the Exhibit Facility. Exhibitor shall not operate hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. Exhibitor is prohibited from hosting hospitality functions during official Event hours.

24. **Contractor Services:** Organizer has contracted with, on an exclusive basis, official contractors to provide certain services for the Event ("Official Contractors"). Service companies other than the Official Contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines.

25. **Character of Displays; Use of Aisles and Common Areas:** Distribution of samples, printed matter of any kind and any promotional material is restricted to the confines of the exhibit booth. Exhibitor shall only exhibit products that it manufactures, represents or legally distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of Organizer and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of Organizer. Uniformed attendants, models and other employees of Exhibitor must remain within its booth. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers are prohibited in the exhibit area. Handouts with gummed backing that adhere or cause adhesion are considered stickers. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space are prohibited.

26. **Sound Devices:** Subject to the terms of this Agreement, including, without limitation, Section 18, the use of devices for mechanical reproduction of sound or music may be permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones.

27. **Sub-Letting:** No sub-letting or sharing of exhibit space will be permitted.

28. **Freight Shipment:** Exhibitor needing information regarding freight shipments to and from the Event Facility need to contact Producer for contact information for the Shipping/Receiving Office. Shipments made in advance to the authorized Event shipping contractor, as per instructions, will be delivered to Exhibitor's booth. At close of Event, if Exhibitor desires to arrange shipment of its exhibit materials by its own carrier, it should call for pick-up and inform Event's authorized contractor of its arrangements. EXHIBITOR MUST WAIT IN PERSON FOR SUCH PICK-UP. If Exhibitor does not remain in booth/exhibit area for the pick-up or if the pickup does not occur within reasonable time, the authorized contractor may take the shipment to the contractor's warehouse at Exhibitor's own risk and expense. Exhibit merchandise and/or samples will not be permitted to be taken out of the exhibition area during the Event.

29. **Solicitations:** The following sales are strictly prohibited during the Event:

- (a) Any retail sales including, but not limited to, any retail sale in violation of the retail sales tax regulations where the Event is being held.
- (b) Any sale where display merchandise changes hands during the Event.

30. **No Show Policy:** If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, Exhibitor must notify the Event Director at the Event Facility. Non-notification will result in resale of space, and no refunds will be made.

31. **On-Air Advertisements.** In the event Exhibitor desires to purchase any on-air advertising opportunities from Cox Radio in connection with Exhibitor's participation in the event, the parties will enter into a separate written agreement regarding such advertising that will contain all applicable terms and conditions, including, without limitation, any applicable fees for such advertising.

32. **Miscellaneous:** This Agreement (including the Order Form, Exhibitor Service Manual, applicable Radio Broadcast Contract, any applicable feature add-ins, and any additional rules or regulations adopted by Organizer from time-to-time) represents the entire agreement between Organizer and Exhibitor relating to Exhibitor's participation in the Event and supersedes any prior written or oral understandings, agreements or representations by or between Organizer and Exhibitor relating to such participation in the Event. This Agreement is governed by the laws of the State of Oklahoma as applied to contracts entered into and entirely performed within that State by residents of that State. Exhibitor hereby submits to the exclusive jurisdiction of the courts located in Tulsa County in the State of Oklahoma, which shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this Agreement or the breach of any provision of this Agreement. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Tulsa, Oklahoma. No waiver of any breach of any term or condition hereof will constitute a waiver of any subsequent breach. If any term will be held unenforceable, such term will be restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and this Agreement will remain in full force and effect. Written notices sent pursuant to this Agreement will be delivered by commercial overnight courier to the applicable signatory at the address set forth on the Order Form; copies of notices to Organizer shall also be sent to General Counsel, Cox Enterprises, Inc., 6205 Peachtree Dunwoody Road, Atlanta, GA 30328. Any amendment to this Agreement must be in writing and signed by an authorized representative of each party. Exhibitor may not assign this Agreement or any right or obligation hereunder. Exhibitor may not sublet or license all or any portion of its exhibit space. By entering into this Agreement, Exhibitor and its affiliates explicitly consent to receive fax, telephone and other communications from Organizer and its partners under 47 U.S.C. § 227 and any other applicable regulations.

Exhibitor Initials: _____

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement-Alternative Dispute Resolution System of the State of Oklahoma

Submitted for your approval and execution is the attached Agreement between the Board of County Commissioners and the Alternative Dispute Resolution System of the State of Oklahoma for providing partial state funding for the operation of the dispute mediation known as Early Settlement Tulsa Mediation Program.

Respectfully submitted for your approval and execution.

MLB / skb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.

AGREEMENT

This Agreement is between the Alternative Dispute Resolution System of the State of Oklahoma, Administrative Director of the Courts and the **Tulsa County Board of County Commissioners**, and is for the purpose of providing partial state funding for the operation of a dispute mediation program known as Early Settlement Tulsa Mediation Program as provided in 12 O.S. Supp. 1991, Section 1803 through 1813.

In consideration of the mutual promises herein contained, the parties agree that:

I. TERM OF AGREEMENT

This Agreement shall be effective **July 1, 2019** when signed by the party for the Tulsa County Board of County Commissioners and the Administrative Director of the Courts and shall be terminated pursuant to the provisions of the Articles herein.

II. SCOPE OF SERVICES

The Tulsa County Board of County Commissioners agrees to provide dispute mediation services according to the Dispute Resolution Act, its Rules and Procedures, and other directives and forms provided by the Administrative Director of the Courts or her designee. Dispute mediation services shall be provided regionally throughout an area which is determined by need and set by the Administrative Director of the Courts or her designee.

III. REIMBURSEMENT

- (a) The Tulsa County Board of County Commissioners shall be awarded funding in the amount of **\$40,000** to be applied as a portion of the Payroll for the Early Settlement Tulsa Mediation Program Director for services rendered under this Agreement in accordance with its purposes and the Oklahoma Rules and Procedures for the Dispute Resolution Act, for the year beginning **July 1, 2019** and ending **June 30, 2020**.
- (b) In the event that this Agreement is terminated by the parties, or otherwise, before its full term has expired, the Tulsa County Board of County Commissioners shall submit to the Administrative Director of the Courts a final statement of expenses pursuant to Section IV herein. The amount payable to the Tulsa County Board of County Commissioners from the Administrative Director of the Courts shall be prorated to reflect the expired portion of the term.
- (c) In the event of an early termination by Administrative Director of the Courts pursuant to Section VIII, Administrative Director of the Courts shall pay all outstanding costs accrued by the Tulsa County Board of County Commissioners to date of the termination, including any non-cancelable obligations.

- (d) The Tulsa County Board of County Commissioners shall identify all sources of revenue designated for the program. Any funds designated for dispute mediation received by the Tulsa County Board of County Commissioners during the term of this Agreement in addition to those set forth herein shall be reported to the Administrative Director of the Courts within 10 days of receipt.

IV. SUBMISSION OF CLAIMS

- (a) The Tulsa County Board of County Commissioners shall submit monthly claims to the Administrative Director of the Courts for reimbursement. Invoices shall be accompanied by a cover letter briefly explaining what services have been included.
- (b) Nothing herein contained shall increase the maximum amounts set forth in Section III.

V. AUDITING OF BOOKS

The State Auditor and Inspector, the Office of State Finance, and the Administrative Director of the Courts or her designee shall have the right to perform audits of the books of account of the Early Settlement Tulsa Mediation Program in the possession of the Tulsa County Board of County Commissioners and the sponsoring agency with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Auditor and Inspector, Office of State Finance or the Administrative Director of the Courts or her designee at any mutually convenient time or times.

VI. MONITORING AND REPORTING REQUIREMENTS

- (a) The Administrative Director of the Courts or her designee shall have the right to conduct on-site inspections and monitoring of the project and office of the Early Settlement Tulsa Mediation Program at his own discretion, and the Tulsa County Board of County Commissioners shall cooperate in facilitating such inspections and monitoring.
- (b) The Tulsa County Board of County Commissioners shall monthly provide statistical data as outlined in the Oklahoma Rules and Procedures for the Dispute Resolution Act. From time to time, in addition thereto as may be requested by the Administrative Director of the Courts, or her designee, the Tulsa County Board of County Commissioners shall submit to the Administrative Director of the Courts additional operational, statistical or program reports.
- (c) The Tulsa County Board of County Commissioners shall give immediate notice to the Administrative Director of the Courts of (1) any material changes in the scope of services provided pursuant to this Agreement; (2) any change in personnel performing the services provided pursuant to this Agreement.

VII. RETENTION OF RECORDS

The Tulsa County Board of County Commissioners agrees to retain the following records for the following periods of time:

- (a) Financial records of the Tulsa County Board of County Commissioners pertaining to this Agreement shall be retained for a minimum of five years after expiration of this Agreement.
- (b) A copy of the written agreement or decision subscribed to by the parties shall be retained for a period of five years after the execution.
- (c) A record of each case containing names of parties, category of dispute and resolution outcome shall be retained for a period of five years after termination of the case.

VIII. EXTENSION AND TERMINATION

- (a) This Agreement terminates **June 30, 2020** at the end of the fiscal year **2020**, and may be extended only by written agreement of the parties.
- (b) This Agreement may be terminated upon the discretion of the Administrative Director of the Courts or the Tulsa County Board of County Commissioners with 30 days written notification.
- (c) The Administrative Director of the Courts may withdraw certification pursuant to this Agreement at any time she determines that the Tulsa County Board of County Commissioners is not adequately providing services pursuant to this Agreement or that any of the provisions of the Agreement are being violated.

IX. STATUS OF CENTER AND ITS EMPLOYEES

- (a) No employee of the Tulsa County Board of County Commissioners is an employee of the Administrative Director of the Courts. The Tulsa County Board of County Commissioners is responsible for the work, compensation and personal conduct of such employees while employed by the Tulsa County Board of County Commissioners.
- (b) The Tulsa County Board of County Commissioners agrees to provide oversight regarding all spending on behalf of the Early Settlement Tulsa Mediation Program. This includes accepting the expenditure of funds for the program, requesting reimbursement from Administrative Director of the Courts for those costs within the budgeted amount listed in Section III and keeping accounting procedures regarding those expenditures and reimbursements.
- (c) Program and policy matters not dealing with the personnel and financial responsibilities listed above shall be the duties of the Administrative Director of the Courts.

- (d) It will be the duty of the Early Settlement Tulsa Mediation Program Director to abide by any programmatic directives provided by the Administrative Director of the Courts, or her designee. It will further be the duty of the Early Settlement Tulsa Mediation Program Director or a party representing the Tulsa County Board of County Commissioners, upon reasonable notice and at a reasonable time and place, to appear when invited before the Dispute Resolution Advisory Board or the Director to answer questions regarding program performance.

X. LIABILITY OF ADMINISTRATIVE DIRECTOR OF THE COURTS AND TULSA COUNTY BOARD OF COUNTY COMMISSIONERS

- (a) Nothing contained in this Agreement shall impose any liability or duty upon the Administrative Director of the Courts, its agents or employees, for any claims or damages resulting from, arising out of or relating to the acts, omissions, liabilities, obligations or taxes of whatever nature, of the Tulsa County Board of County Commissioners or its employees, servants, agents or independent contractors.
- (b) Without waiving any defense or immunity, and subject to the Governmental Torts Claims Act (51 O.S. § 151 et seq.) and other applicable law, each party will be responsible for its own negligent acts and omissions.

XI. NOTICES

All notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand against a receipt, or three days after posting, if sent by regular mail, to a party at the following addresses:

Alternative Dispute Resolution System
Administrative Office of the Courts
2100 N. Lincoln Blvd., Suite 3
Oklahoma City, OK 73105
Attn: Phil Johnson

Early Settlement Tulsa Mediation Program
600 Civic Center, Suite 108
Tulsa, OK 74103
Attn: LeiLani Armstrong

XII. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken, and the remaining provisions of this Agreement shall remain in full force and effect.

XIII. AMENDMENT OF AGREEMENT

The terms and conditions contained in this Agreement represent the full understanding of the parties and no part thereof shall be deleted or changed without the express written consent of both parties.

XIV. APPLICABLE LAW

- (a) This Agreement shall be governed by and construed in accordance with the laws of State of Oklahoma.
- (b) The Tulsa County Board of County Commissioners and the Administrative Director of the Courts agree that each shall perform its obligations hereunder in accordance with all applicable Oklahoma laws, rules and regulations now or hereafter in effect, including 12 O.S. Supp. 1991, Sections 1801-1813 and the Oklahoma Rules and Procedures for the Dispute Resolution Act.

XV. OTHER TERMS AND CONDITIONS

The headings used in this Agreement are for reference purposes only and are not controlling.

WHEREFORE, the Alternative Dispute Resolution System and the Tulsa County Board of Commissioners have caused this Agreement to be executed as follows:

For: Alternative Dispute
Resolution System

By: Jari Askins
Jari Askins
Administrative Director of the Courts

Date: June 21, 2019

For: Tulsa County Board of County
Commissioners & Early Settlement
Tulsa Mediation Program

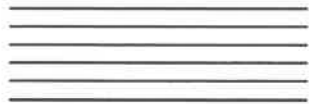
*on behalf
of the*

By: _____
Chairman
Tulsa County Board of
Commissioners

Date: _____

Nolan M. Fields IV 6-25-19
**APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY**

TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director

TO: Board of County Commissioners

SUBJECT: Agreement – Program Management Group, LLC

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners and Program Management Group, LLC. for program management of the Vision Tulsa Program.

This is an extension of the previously executed agreement approved at the Board of County Commission meeting on June 25, 2018, CMF# 245208, with a revised rate schedule for the fiscal year ending June 30, 2020 as reflected in the attached Schedule 1.

Respectfully submitted for your approval and execution.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.

EXTENSION CONTRACT FOR PROGRAM MANAGER OF VISION TULSA

The Contract for Program Management of the Vision Tulsa County Program made between the Board of County Commissioners of Tulsa County, Oklahoma and Program Management Group, L.L.C. for the term commencing December 11, 2017 and ending June 30, 2018 is renewed for an additional term of one year commencing July 1, 2019 and ending June 30, 2020.

Schedule 1 thereto to be effective for the additional term is attached hereto and made a part of the Contract by reference.

Dated the ____ day of _____, 2019.

Consultant:

Program Management Group, L.L.C.

By Kirby H. Crowe
Kirby H. Crowe, Manager

Tax ID No. 73-1582343

County:

Board of County Commissioners of
Tulsa County, Oklahoma

By _____
Chair

Attest _____
County Clerk

Robert M. Fields 6-24-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

SCHEDULE 1

The following represents Schedule 1 to the Contract for Services related to implementation of the Vision Tulsa County Program between Program Management Group, LLC and The Board of Commissioners of Tulsa County, Oklahoma.

Consultant estimates that, based upon a developed understanding of the required Program duties, the following appears sufficient. Total billings will not exceed the established TOTAL NOT-TO-EXCEED without additional authorizations for the fiscal year (ending June 30, 2020) established as follows:

Program Management Group, LLC	\$ 250,000.00
Estimated (allowable) expenses	5,000.00
Contingency	50 000.00
<u>TOTAL NOT-TO-EXCEED</u>	<u>\$ 305,000.00</u>

The following rates are effective thru June 30, 2020 and will be reviewed and revised as appropriate at annual renewals, as determined by regional economic conditions.

STAFF CATEGORY	RATE
Principal	\$144.39
Senior Program Manager	\$125.43
Program Manager	\$113.17
Not required	-
Senior Project Manager	\$106.20
Project Manager	\$ 100.11
Senior Technicians	\$ 88.05
Technicians	\$ 74.78
Senior Clerical & Administrative	\$ 68.82
General Clerical/Clerk	\$ 56.68

Allowable expenses will be billed at direct cost.

Allowable (authorized) expenses for reimbursement include but are not limited to:

Costs associated with developing, maintaining and promoting: Specialty sub-consultants required for project assistance for review of environmental permitting requirements, Out of County Program travel and per diem, Courthouse area parking (if not otherwise provided); extraordinary reproduction and binding expenses; Software and hardware required specifically for the project and of no other use to Consultant and; Expenses which are not considered to be normal business expenses by the Consultant.


Normal business expenses shall be considered to include: Local travel (except Courthouse area parking), communications, general in-office reproductions, fax, regular (non-bulk) mail, occasional or limited overnight delivery services.

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director 

TO: Board of County Commissioners

SUBJECT: Agreement – Program Management Group, LLC

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners and Program Management Group, LLC. for program management of the Vision 2025 Program.

This is an extension of the previously executed agreement approved at the Board of County Commission meeting on June 25, 2018, CMF# 245207, with a revised rate schedule for the fiscal year ending June 30, 2020 as reflected in the attached Schedule 1.

Respectfully submitted for your approval and execution.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.

EXTENSION CONTRACT FOR PROGRAM MANAGER OF VISION 2025

The Contract for Program Management of the Vision 2025 Program made between the Board of County Commissioners of Tulsa County, Oklahoma and Program Management Group, L.L.C. for the term commencing February 9, 2004 and ending June 30, 2004, is renewed for an additional term of one year commencing July 1, 2019, and ending June 30, 2020.

Schedule 1 thereto to be effective for the additional term is attached hereto and made a part of the Contract by reference.

Dated the ____ day of _____, 2019.

Consultant:

Program Management Group, L.L.C.

By Kirby H. Crowe
Kirby H. Crowe, Manager

Tax ID No. 73-1582343

County:

Board of County Commissioners of
Tulsa County, Oklahoma

By _____
Chair

Attest _____
County Clerk

Nolan M. Field 6-24-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

SCHEDULE 1

The following represents Schedule 1 to the Contract for Services related to implementation of the Vision 2025 Program between Program Management Group, LLC and The Board of Commissioners of Tulsa County, Oklahoma.

Consultant estimates that, based upon a developed understanding of the required Program duties, the following appears sufficient. Total billings will not exceed the established TOTAL NOT-TO-EXCEED without additional authorizations for the fiscal year (ending June 30, 2020) established as follows:

Program Management Group, LLC	\$ 400,000.00
Estimated (allowable) expenses	10,000.00
Contingency	<u>50,000.00</u>
<u>TOTAL NOT-TO-EXCEED</u>	<u>\$ 460,000.00</u>

The following rates are effective thru June 30, 2020 and will be reviewed and revised as appropriate at annual renewals, as determined by regional economic conditions.

STAFF CATEGORY	RATE
Principal	\$144.39
Senior Program Manager	\$125.43
Program Manager	\$113.17
Not Required	-
Senior Project Manager	\$106.20
Project Manager	\$ 100.11
Senior Technicians	\$ 88.05
Technicians	\$ 74.78
Senior Clerical & Administrative	\$ 68.82
General Clerical/Clerk	\$ 56.68

Allowable expenses will be billed at direct cost.

Allowable (authorized) expenses for reimbursement include but are not limited to:

Costs associated with developing, maintaining and promoting: The project web site (www.vision2025.info); information concerning the progress of Vision 2025 to the public and necessary specialty project web site(s); Specialty sub-consultants required for project assistance for review of environmental permitting requirements, Out of County Program travel and per diem (to include Washington DC for delegation and Agency coordination, support of regional planning efforts and travel for Low Water dam equipment evaluations, not to exceed IRS allowable rates, Courthouse area parking; extraordinary reproduction and binding expenses; Software and hardware required specifically for the project and of no other use to Consultant and; Expenses which are not considered to be normal business expenses by the Consultant.

Normal business expenses shall be considered to be: Local travel (except Courthouse area parking), communications, general in-office reproductions, fax, regular (non-bulk) mail, occasional or limited overnight delivery services.

TULSA COUNTY

PURCHASING
DEPARTMENT

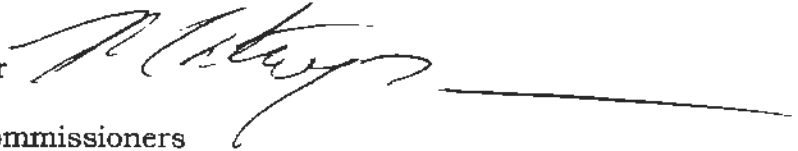
MEMO

DATE: June 26, 2019

FROM: Matney M. Ellis
Purchasing Director

TO: Board of County Commissioners

SUBJECT: Agreement-Dude Solutions



Submitted for your approval and execution is the attached Agreement between the Board of County Commissioners on half of the Tulsa County Inspections Division and the Dude Solutions for subscription for inspecting code enforcement.

Respectfully submitted for your approval and execution.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Software for Smarter Operations

PREPARED FOR

Tulsa County

Alan Vanderburg
Business Analyst
500 S. Denver Avenue
Tulsa, OK 74103

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

June 25, 2019



Software for Smarter Operations

This SOW has been defined to leverage DSI's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the DSI team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Pricing based on...

Subscription

SmartGov Connector GIS	\$500.00
SmartGov Connector Parcel	\$500.00
SmartGov Public Portal	\$2,569.93
SmartGov User License	\$7,709.68

Subscription Term: 12 months

6 months included at no additional cost

Subtotal: \$11,279.61

Implementation & Services

Fees Configuration (Pages)	\$320.00
Department Types / General Configuration	\$11,040.00
Onsite Training 3 day Package	\$7,500.00
Project Management	\$3,675.00
Map Connector Configuration	\$4,000.00
Parcel Connector Configuration	\$4,000.00
Portal Configuration	\$1,500.00

Subtotal: \$32,035.00

Total Initial Investment

\$43,314.61





Software for Smarter Operations

The above level of effort and associated pricing is based on the SMARTGOV package selected by Tulsa County and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process.





Introduction

Dude Solutions, Inc. ("DSI") is pleased to submit this Statement of Work ("SOW") to Tulsa County for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package Tulsa County has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

DSI looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Definitions

In addition to the terms defined elsewhere in this SOW, the following terms have the following meanings:

"Change Control Authorization" or **"CCA"** means any request by the client to modify the scope of work, schedule, or costs will require preparation of a Change Control Authorization ("CCA" or "change order") form detailing the work to be performed, as well as the associated costs and schedule impact. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.

"Closing Phase" means the phase that represents the completion of a project where all metrics are finalized, all deliverables are complete and accepted by client, and all remaining billing/invoicing takes place prior to project closure and acceptance.

"Deliverable Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a deliverable as complete and final.

"Escort" means the client provided resource/person to take Dude Solutions, Inc. ("DSI") resources around client facilities and provide access to restricted areas agreeable between client and DSI as needed.

"Executing Phase" means the phase of the project where deliverables are developed and completed.

"Fixed Price/Fixed Fee/Fixed Price Project" means the project pricing includes all services, tasks, and expenses associated with the client project.

"Monitoring and Controlling Phase" means the phase for measuring project progression and performance and ensuring that everything happening aligns with the project management plan.

"Onsite Services Completion" means onsite services have been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided during the onsite services visit.

"Orientation Call" or "Project Kick-Off Call" means the call/meeting which begins the project and proper expectations are set between DSI and the client.

"Output Documents" standard or custom documents generated from SmartGov "e.g. permits, Certificates of Occupancy, violation letters, business licenses, receipts"





"Orientation Call Completion" means the Orientation Call or Project Kick-Off Call has been completed and the project has begun and proper expectations have been set between DSI and the client.

"Professional Services or Services" means professional, technical, consulting and/or other services.

"Project Completion" means the project completion occurs when all deliverables of the project have been completed and accepted by the client via the Project Completion Acceptance Form.

"Project Completion Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a project as complete and final.

"Project Management Methodology" means the manner and process used to deliver services projects.

"Project Management Office" or "PMO" means the office that provides the oversight and standardized processes to consistently deliver projects in a concise, consistent, and standardized manner. The PMO manages and maintains the processes and standard templates utilized to manage DSI projects.

"SmartGov Modules" means the Permitting Module (permits for all departments), the code Enforcement Module, the Business Licensing Module, and the Recurring Inspection module.

"Software Component Configuration" means the components within the software have been configured per client specifications.

"Statement of Work Acceptance" means the signing and accepting of the terms of the Statement of Work document by client.

"Support Engagement" means the point in the project where implementation services end and product support begins.

"System Configuration Completion" means the configuration items within the software have been configured per client specifications.

"System Level Configuration Items" standard configurable items that are applied across departments and case templates.

"Training Completion" means the onsite or virtual training has been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided for completion of the onsite or virtual training services.

"User Acceptance Testing – UAT" means that after the system is configured the client will have an opportunity to perform user level testing based on client developed test scripts. DSI will correct issues as documented and presented during this process.





Project Scope and Approach

Implementation Process Overview

In order to successfully implement the SmartGov application, DSI will work with Tulsa County to understand requirements necessary to configure and set up the SmartGov application to streamline processes related to permitting, planning/zoning, inspections, code enforcement and business licensing for your jurisdiction and citizens. Once the Tulsa County has reviewed, and approved these requirements and processes, DSI will configure and setup the application to support the Tulsa County's unique business rules.

Following the configuration and modeling work, DSI will train the Tulsa County's team using its jurisdiction-specific configuration. After training, DSI will work with Tulsa County to test the work performed and provide the necessary updates to successfully implement the solution. The system will then be ready to go live in production. If the Tulsa County purchases "Go-Live Support" packages, DSI will provide support for the period of time defined in the statement of work.

Customer Implementation Engagement Sessions ("CIES")

Client project team representatives and DSI project team representatives will dedicate time to meet in person or via teleconference to maintain communication and conduct coordination of project activities and tasks.

Deliverables

Dude Solutions will provide the following task deliverables:

- Project Management Meeting Schedule
- Data Migration and Technical Design Meeting Schedule
- Configuration Meeting Schedule
- Meeting notes or recordings for all scheduled meetings

The client will provide the following resources or task deliverables:

- A complete project team roster, including email addresses, phone numbers, and roles / titles
- Necessary communication / information to allow all project schedules to be finalized
- Timely response to task-related emails or phone calls to enable on-time completion of all assignments
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting as necessary

Assumptions and Constraints

- Initial proposed meeting plans from DSI will reflect the minimum recommended frequency, duration, participants (by job title or role), topics, and action items to address the full SOW
- Final meeting plan will be approved by the client key sponsor(s)
- Coordination and integration of the PM meeting, data migration, technical design meeting, and configuration meeting will align with the scope of the project, client organizational structure, and assigned resources
- The Client will provide dedicated knowledgeable technical resource available for questions
- The Client will provide a dedicated knowledgeable resource for mapping analysis



- The Client will provide read only access and screen shots for various permits/case types to provide context to DSI data migration specialists
- The Client will provide resources for validation throughout the process
- Client will provide side-by-side data entry for 2 weeks prior to go-live
- Response time for questions is one business day
- DSI may require up to 3 backups of data for each database throughout the process

Planning, Initial Set Up & System Level Configuration

Configuration begins with planning and analysis necessary to establish the overall configuration approach. After planning, and once the approach is documented and agreed to, DSI will set up the SmartGov environments to support implementation. DSI implementation specialists begin configuration with system level items or items that apply generally across all departments and types of configuration items.

Setup of environments to support SmartGov implementation and configuration of core items in each SmartGov module that are specific to Tulsa County 's requirements. These core items are defined/configured at the client level [i.e. these are configurable items that will be standard or shared across all departments and configuration types].

Deliverables

Dude Solutions will provide the following task deliverables:

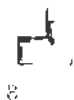
- A Configuration Plan document that includes:
 - Identified current and future state business processes to be supported by the final product via the configuration work effort
 - Recommended approach to configuration that supports the identified business processes and activities
 - Configuration details for all permit, inspection, license, and code enforcement types to be configured in SmartGov. All templates required for creating the configuration types will be created in SmartGov based on requirements gathered in meetings with the client
- SmartGov Environments to support the implementation process including:
 - Configuration (Dude Solution access only for configuration)
 - Validation (client has access for testing, can be refreshed with configuration copy upon request)
 - Training
- Weekly configuration status reports (in PDF format) generated from the client specific configuration instance of SmartGov. These reports serve as the primary source to demonstrate core configuration elements, status, and needs
- Jurisdiction configuration, per Configuration Plan, to include as needed:
 - Parcel and/or address information management
 - Contact information management
 - Contractor license information management
 - Receipt/transaction information management
 - Inspection scheduling information management
 - Configurable screen display settings
- User configuration per Configuration Plan, to include as needed:



- Individual User Rights
 - Available Departments
 - Available Distribution Groups
 - Available Inspection Qualifications
 - Available Security Groups
- Job configuration per Configuration Plan, to include as needed:
 - Default list of available queued jobs
 - Queued job parameters
 - Administrative & shared configuration rules per Configuration Plan, to include as needed:
 - Administrative processing rules where available in the configurable Jurisdiction Values list
 - Standard status options for cases, submittal items, workflow steps, step actions, inspection types, inspection actions, accounts, and intervals
 - Standard expiration rules
 - Standard online processing rules (for the portal)
 - Standard reports available across all case types

Assumptions and Constraints

- The Configuration Plan will be based on information delivered to, or collected by, the DSI Implementation Specialist within a specified time frame established at the project kick-off
 - During the development of the Configuration Plan, the client provides representatives for all work units with work activity to be supported by the final delivered product
- Client will provide access to the appropriate leaders and/or subject matter experts to ensure meaningful engagement at all required meetings and to ensure on-time completion of assigned action items
- Client will provide access/links to any public, or private, web sites or operating systems, if needed, to gather complete business requirements
- The Configuration Plan can meet client requirements and can be fully executed within existing product design in all modules
- The Configuration Instance will be solely owned by the DSI Implementation team and serves as the primary source for the final delivered product design
- The Validation Instance will be sole source used by the client to complete all assigned configuration UAT tasks
- The Training Instance will be used solely by members of the client project team to assist in understanding SmartGov functionality. It will contain default data sets and serves as a temporary "sandbox" for assigned users.
- The client will designate one person on their project team to serve as the final decision-maker for all system level configuration elements. These are configured settings that are shared across SmartGov modules, and/or are settings common to all departments / divisions / users
- When configuration tasks, or related work effort, requires information to be submitted to the DSI Implementation team in a specific file format or within specified parameters, the client is able to comply with these stated requirements





- Note: If the client cannot provide information in the DSI standard format, the assigned Project Manager will determine if a formal Change Request or additional contracted SOW is needed to provide assistance in developing or converting the information into the desired format

Module Case / Department Types

SmartGov implementation activities include the set up of case templates in one or more of these modules: Permitting, Licensing, Code Enforcement and Recurring Inspections. These case templates must be used to create records in SmartGov in each module. Your DSI Implementation Specialist will provide specific information about the minimum required elements to be configured for the case templates in each module; these required case template elements do vary by module.

Deliverables

Dude Solutions will provide the following task deliverables:

- Case template baseline elements, per the Configuration Plan, to include as needed:
 - Case record reference information
 - Template specific expiration, renewal or interval rules
 - Template specific default submittal list
 - Template specific details (custom attributes) that are required for any of the following: application intake, workflow step completion, inspection completion, fee calculation, or mandatory regulatory reporting
 - Template specific default workflow steps for Admin, Review, and Final work lists
 - Template specific default inspection list
 - Template specific list screens such as Bonds, Fixtures, Valuations, Violations, Citations, Lien, or Items
- Once baseline case template configuration is completed, any expanded configuration beyond baseline must be discussed during Configuration Meetings with the Implementation Specialist and approved by the assigned PM. Expanded configuration elements, if approved, may include
 - Non-essential custom attributes
 - Work step dependencies and due dates
 - Step actions and Inspection actions
 - Default Parent-Child case linkages
 - Workflow cycling feature
 - Template specific tab appearance
 - Standard note types and note codes
 - Standard condition types and conditions
 - Standard code references
 - Template specific report links

The client will provide the following resources or task deliverables:

- Specific lists of all types of applications, forms, or other documents that describe all services to be supported by SmartGov at the time of project "Go Live"
 - This list should be inclusive of all in-scope departments
 - This list should conform to requested formatting and scope instructions, as communicated by DSI



- A PDF or Word version of all customer-facing documents (forms, letters, cards, etc.) expected to be generated by SmartGov
- A publicly accessible URL, or electronic copies of reference information, that provide all pertinent state, county or local regulatory information that are known to impact business operations to be supported by SmartGov
- A fully approved version of the template validation workbook
- Approval via email or other written correspondence of any other identified forms, as requested by the Implementation Specialist

Assumptions and Constraints

- The scoped number of department templates for this SOW are 23 types. If the number of department types identified during the configuration work effort exceed the number of types scoped for this SOW, the additional types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Case template configuration will be completed within existing product design in each module.
- DSI will configure each application or request type in the SmartGov module that best supports the associated workflow. The primary goal of configuration of case templates is to optimize SmartGov capability
 - Note: This assumption means that recommended case template configuration may or may not align with current internal customer naming convention or legacy system design
- The total number of case templates to be configured across all modules will be stated in the Configuration Plan. This total may vary from the initial sales order, where applicable, if approved by the DSI Project Manager
- A complete list of case templates to be configured across all modules will be approved by the client key sponsor, or their delegate, no later than the third Configuration Meeting
- Baseline configuration for case templates identified in the Configuration Plan will be completed before any expanded template configuration work will be done
- Baseline configuration for case templates listed in the Configuration Plan will support the end-to-end work steps that correspond to each default SmartGov Process State in the applicable module.
- If case templates or department types are identified during the configuration work effort, that are not documented in the original Configuration Plan or exceed the number of types scoped for this SOW, the additional templates or types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Super Admin training will include how to maintain or update case templates

Financial Setup and Fees Pages

Configuration of GL Accounts and Fee Codes as needed to support financial transactions for any business activity to be supported by SmartGov.

Deliverables

Dude Solutions will provide the following task deliverables:

- A weekly Fee List Report that reflects all configured active fees and their associated GL Accounts
- Configuration of permitting module fee codes necessary to support all configured case templates



- Configuration of Licensing module fee codes necessary to support all configured case templates
- Configuration of Code Enforcement module fee codes necessary to support all configured case templates
- Configuration of Recurring Inspection module fee codes necessary to support all configured case templates
- Configuration of other fee codes required to support routine transaction activity including NSF ("Non-Sufficient Funds") fees, administrative fees, fines, regulated surcharges, convenience fees, and the like
- Configuration of fast track fees, deferred fees, and tax exempt fees within current product design.
- Configuration of the timing during the workflow process that each fee will be assessed and may have payment applied against the fee within current product design
- Configuration elements as needed to support online [SmartGov portal] payments
- Setup and definition of Fees Pages

The client will provide the following resources or task deliverables:

- A copy of all current fee schedules for all in-scope departments and business functions
- A current list of GL Accounts
- The last two monthly or quarterly relative financial reports
- A copy of any other operating document that contains pertinent information regarding any assessed charges, surcharges, potential fines, etc
- Contact information for one or more subject matter experts in the appropriate finance departments. This is to facilitate efficient information gathering from both operating and finance departments / divisions

Assumptions and Constraints

- All fee codes will be configured within existing product design
- A GL Account list approved / authorized by the client's finance department is provided to the DSI Implementation Specialist. This GL Account list will be limited to accounts associated to fee codes to be configured in SmartGov
- GL Accounts and Fee Codes will be configured with product design parameters
- All configured fee codes will be derived from documented fee schedules or comparable client documentation provided to the DSI Implementation Specialist. Updated fee schedules or related documents that are provided after the initial versions may be incorporated into the final configuration if there is no adverse impact on the project schedule
- Fee codes will be configured to optimize SmartGov capability, and therefore may not be identical to legacy system fees
- Determination of the specific fee codes to be defaulted within each module case template will be determined by the designated client project team member
- Validation of case templates will include validation of fee code functionality
- User security rights will address fee code management within current product capability
- Super Admin training will include instructions for maintenance of GL Accounts and configured fee codes

Portal Configuration Setup

Configuration of required elements to enable in-scope functionality associated with the SmartGov online portal, as stated in the Configuration Plan.



Deliverables

Dude Solutions will provide the following task deliverables:

- A Portal Validation site to demonstrate and test Portal configuration
- Information regarding Portal set up options
- A Portal set up workbook template

The client will provide the following resources or task deliverables:

- A fully completed and approved Portal Set up workbook
- Any written content to be visible in portal that is not configurable
- Resources to test Portal configuration

Assumptions and Constraints

- The client will be responsible for taking steps to integrate the SmartGov portal into existing online sites
- Online payments will not be enabled without also purchasing the Merchant Services connector
- The client will be able to determine the level of online integration with their business processes, within existing product design
- Portal configuration will occur along with configuration of module case templates.
- Validation tasks will include distinct tasks to approve Portal set up
- Portal user security will be defined using existing product functionality
- Super Admin training will include information about options for the client to maintain / update portal configuration

Parcel Connector Setup

The parcel connector is an optional feature that is used to keep the parcel repository in SmartGov up to date. Parcel data that is typically maintained in a county assessor's system is used as the primary reference for modules in the SmartGov application. Parcel profile information, such as Parcel Number, Site Addresses, Current Owner, Legal Description, Section, Township, Range, Quarter, Subdivision, Block, Lot, and Neighborhood, is accommodated in standard data fields. Additional attribute data may also be stored in our custom detail area. Additionally, if the associated latitude and longitude data is available, those coordinates can be added to the parcel record to allow users to geographically locate information on the map.

Deliverables

Dude Solutions will provide the following task deliverables:

- A tested, working parcel connector along with a list of unresolvable errors to be addressed

Assumptions and Constraints

- Parcel Connector required fields supplied

Map (GIS) Connector Setup

The Map (GIS) connector allows for the display and viewing of a geographical map based on parcel data provided in SmartGov. The Map (GIS) connector will display layers on the SmartGov map based on the clients current Geo-database.

Deliverables



- Map layers configured and available for display on the SmartGov map
- Parcel layer registered in SmartGov for use with SmartGov popup
- Ability to turn layers on and off
- Training to configure layers going forward

Assumptions and Constraints

- Client will provide GIS Layer information and provide shape files or services to setup and consume GIS layers
- Layers are required to be hosted on an ESRI server
- Layers must be available via HTTPS
- Server must have valid security certificate
- Layer formats supported:
 - Map Services
 - Feature Services
 - Tiled Services
 - Web Map Service (WMS)

Standard Reports (70 Reports Included)

DSI will provide the client reports (reports and output documents) that includes 70 standard reports. Normal modifications to these reports to entail updating client specific information and logos not related to data output.

- Custom Reports: SmartGov comes with 70 standard reports and output documents. Using tools in SmartGov, client staff can add the client's logo and modify header and footer information.

Deliverables

- 70 standard reports

Assumption and Constraints

- Modification to standard reports will be related to Client branding and logos

Training

Onsite Training

Onsite training will be performed at the client facility of their choice with the appropriate personnel present. The scope of onsite training is detailed below.

Training Options

- Onsite Training Package (3 days) (Includes Travel Expenses)
- Onsite Training Package (4 days) (Includes Travel Expenses)
- Onsite Training Package (2 days) (Includes Travel Expenses)



General Objective – Provide comprehensive "Train-the-Trainer" training to a core group of Client staff SmartGov Users/Administrators in a clear and concise fashion. The training curriculum will follow the standard SmartGov training and will focus on preparing trainers to conduct training sessions for all client end users. The quote includes "custom services" to prepare training materials for the training.

Specific Objectives – Training is divided into modules based on department and/or role. Dude Solutions recommends this structure so that similar operational schemas are represented in each block of instruction. For example, the Licensing Administrator training would occur at a different time than general back-office user training. Experience shows this model offers a more collaborative learning experience and results in maximum value from the training investment.

- User instruction focuses on the performance of day-to-day front desk functions conducted using SmartGov. User topics include permit and license processing, payment/fee collection, and case management
- Super User (Administrator) instruction focuses on the setup and maintenance of background information specific to the Client. Administrator topics include creating users/security groups and determining workflow steps. Additionally, administrators gain requisite knowledge to effect customization changes as well as addressing simple problems that users may encounter

Dude Solutions provides all training materials/user manuals as leave-behind tools which also serve as technical references for basic use, simple troubleshooting, and aid with knowledge retention.

Administrator Training

SmartGov technical training will focus on the Client's staff who will administer the program. The Client's SmartGov administrators should participate in the initial trainer training.

System Administrator training covers all aspects of maintaining the SmartGov system at the client level. System administrators will learn how to create project templates, template values, map out the approval process, create a conditions library, and other tasks to help users manage projects in an efficient and consistent manner. The training also outlines how to add new users and assign appropriate roles and security levels.

Training Objectives:

- Create lookup lists
- Create and maintain templates
- Create workflow processes
- Set up and update fees and fee schedules
- Maintain active users and user roles
- Assign inspections to inspectors
- Manage reports and reporting groups
- Set up print configurations
- Manage project approval process
- Manage parcel information
- Manage complaint information

End-User Training





DSI designed the SmartGov training program to ensure satisfaction and success when using the system. DSI trains all users and IT support personnel on all aspects of the system.

Training Objectives:

- Improvement in user awareness and ability to use the system
- Sufficient technical knowledge transfer for successful systems support
- Ease of training program maintenance after end-of-project contract

The instructor-led training courses take student trainers and super-users through the complete operation of the various functional areas of the system, highlighting how operations and activities in specific areas affect others within the overall business context. At the end of this training cycle, the participants will understand how to perform specific operations and how the system works overall. Participants will also receive special tips on how to effectively coach and train others to use the application successfully.

Training covers functions related to permits, licensing, planning actions, inspection, and code enforcement activities from application intake and receipt through inspections and occupancy. Users learn how to create applications, manage the approval process, assign conditions, collect fees, and create certificates of occupancy, handling the project from submittal to final status.

Training Objectives:

- Create and process applications
- Manage workflow processes
- Manage the permit and plan review life cycle
- Look up, search, and query projects
- Create invoices and collect fees
- Create system reports
- Manage contact information
- Manage contractor information
- Manage code enforcement information
- Manage inspector and inspection information
- Manage parcel information

Inspector Training

Inspector training is specifically tailored for site inspectors and focuses on the system functionality they will use in their day-to-day activities and the inspection module. Participants learn how to enter and search for permits, document inspection results, schedule inspections, note issues and irregularities, and generate reports.

Training Objectives:

- Manage inspections
- Create a new inspection
- Change assigned inspector
- Print reports and inspection schedules
- Create and run form letters for notification and information requests
- View and filter user-to-do list from the mobile app
- Conduct and record inspections in the field with the mobile app



- Take pictures and attach to the case from the mobile app
- Query system data from the mobile app
- Access and view permit data from the mobile app
- Generate documents and letters in the field from the mobile app

Code Enforcement Training

Training is specifically tailored for code enforcement officers or users who track citizen requests and code violations. This class focuses on the system functionality they will use in their day-to-day activities and the code enforcement module. Participants learn how to enter and search for cases, note issues and violations, and generate reports.

The mobile app training educates participants on how to input data while working in the field.

Training Objectives:

- Understand the code enforcement and Inspection Assistant modules
- Create new cases
- Create new case actions
- Manage case and action assignments
- Create and manage a code violation library
- Create and run reports
- Create and run form letters for notification and information requests
- View and filter user-to-do list from the mobile app
- Conduct and record case investigations in the field with the mobile app
- Take pictures and attach to the case from the mobile app
- Query system data from the mobile app
- Access and view permit data from the mobile app
- Generate documents and letters in the field from the mobile app

Adhoc Report Training

Adhoc report training provides training for SmartGov's adhoc report tool, Exago. This overview will provide the training necessary to create, format, organize, and schedule reports in Exago.

Training Objectives:

- Navigate the Adhoc Report site
- Use of: Contents, Index & Search Tabs on the Adhoc Reports page
- Manage Folders
- Manage Report types
- Create & Search for Report/s
- Add Formatting to reports
- Add Parameters & Summary Functions to Report/s
- Duplicate Selected Report/s and Folders
- Schedule Selected Report/s
- Execute Selected Report/s
- Delete reports





Digital Markup Training

The Digital Markup training is contingent on the client's decision to include or not include this feature.

Digital markup training provides users a thorough understanding of how to use the tools and features of the Digital Markup module in SmartGov, as well as how to use the tool within the configured workflow of the digital plan review process. Participants in this training will learn how to upload electronic plan review documents and/or receive the documents via the citizen portal. Once the documents are deemed accepted, the user will learn how to route the documentation to various departments for time sensitive reviews. The users will also learn how to manage planning documents for markup. Corresponding deficiency letters will be generated based on comments entered during the plan review, and users will have multiple options for communicating this information to the applicant/contractor.

Training Objectives:

- Upload/receive electronic documents necessary for review
- Route the documents and send notifications to various departments for timeline sensitive reviews
- Mark up documents, add comments, and code references using the Electronic Plan Review software
- Generate deficiency letters and/or other pertinent letters for communication of plan review status
- Manage the submittal/resubmittal versions of plan review documents and the overall review cycles in the SmartGov software

Deliverables

- Comprehensive training to all Client staff SmartGov Users/Administrators

Assumptions and Constraints

To facilitate training, we expect the client to provide:

- Internet access sufficient for instructor and trainees
- Projector
- Printed hand-outs
- Classroom/office location for on-site training

Web-Based Training

Web-based training will be delivered remotely by a capable SmartGov resource utilizing the DSI standard tool called "Zoom". Zoom is used to deliver remote training and meetings every day. Zoom provides the capability to present materials for training while having the participants either on the phone or using laptop/computer audio as an option. Zoom has a feature to allow different groups to divide up into breakout rooms for specific targeted training as needed. Sessions of training can also be recorded upon requested and provided to the client for retrieval from a DSI project manager's OneDrive site.

Web-based is a cost-saving financial alternative to onsite training and can be tailored to the needs of the client based on the project scope.

Post Go-Live Support

DSI will provide the client with "Post Go-Live Support" which includes additional training, configuration support, reporting assistance, transaction based support, and work with the client on basic production related issues or questions for utilizing the system.



Deliverables

Provide production related post go-live support for 30 days after go-live date.

Assumptions and Constraints

- System configuration and all implementation tasks have been completed and client is using the SmartGov system in production

User Acceptance Testing "UAT"

DSI will work with the client to conduct User Acceptance Testing ("UAT") upon the completion of configuration and development tasks to confirm SmartGov functionality using the client's UAT Test scripts, developed by the client. The client will execute their test scripts and communicate the results of the test scenario as either pass or fail. DSI will review the UAT test log for issues and will assign these issues to the appropriate resource for resolution. DSI will have up to ten (10) days to correct any functional item that fails a test, or provide a mutually acceptable written explanation of when the failed item will be corrected. In the event a bug is identified, the bug issue will be assigned to the DSI Engineering Team for assessment. DSI Engineering will then provide an estimated time frame for resolution. The client has the right to conduct additional UAT Testing for items within project scope.

Deliverables

DSI will provide the following task deliverables

- SmartGov Validation environment ready for system User Acceptance Testing
- Review any discrepancies found by the client during UAT Testing
- Correct any functional item that fails a test within 10 days, or provide a mutually acceptable written explanation of when DSI will correct the failed item
- Identified software bugs will be addressed by DSI Engineering for assessment. DSI Engineering will then provide an estimated time frame for resolution
- Provide tools for documenting UAT test scripts in the UAT testing Plan and issue tracking log as needed, client may use their own UAT Testing Plan document if available

The client will provide the following resources or task deliverables

- Create a User Acceptance Test Plan with scenario based test scripts to include end-to-end system and client business process functionality, system workflow, system configuration, data migration, interfaces, reports, etc
- Execute UAT Testing Plan
- Track and document test results
- Written acceptance of System User Acceptance Testing complete via the DSI Deliverable Acceptance Form

Assumptions and Constraints

- The client will develop a UAT Test Plan
- The client will provide resources for User Acceptance Testing throughout the process



- The client will track and document test results in a mutually agreed format
- DSI will provide resources to address discrepancies

Upon successful completion of UAT Testing, Client will sign a DSI Deliverable Acceptance form, provided by the DSI Project Manager, to document their acceptance of UAT Testing and acknowledgement that UAT Testing has been completed successfully

Project Management / Engagement Management

The Project Manager's primary goal is to deliver the project within defined constraints through planning, scheduling, and controlling those activities required to achieve the project's objectives and meet customer expectations. The Project Manager strives to deliver on schedule, within budget, within scope, and at the desired performance level.

DSI assigns a professional Project Manager and/or a professional Engagement Manager for every consulting engagement. DSI's Project Management Office ("PMO") and Project Management Methodology provides Project Managers with a formal framework that is used in initiating, planning, managing (executing, monitoring, and controlling), and closing DSI's customer projects. DSI's Project Manager will have the primary responsibility for coordinating all activities for this SOW including scheduling resources, confirming project activities and that all project deliverable and defined activities are executed within the scope of this SOW. DSI's Project Manager will serve as the single point of contact for the project related to this SOW.

DSI's Project Management Methodology provides a defined set of phases and deliverables per Project Management Institute Best Practices which include a series of planning phase activities, including initial alignment meetings to prepare for the kickoff meeting to enable all project participants to understand the project scope, project plan, and objectives. The project kickoff meeting will allow all participants to be introduced, review and understand the delivery methodology, define team roles and responsibilities, review the communications and risk management plans, review documentation templates, review the SOW and project schedule. The Executing phase allows DSI Project Managers to direct and manage project progress through task execution, distribute project related information per the Communications plan, Quality Assurance per the SOW guidelines, project team development and coaching, and checkpoint meetings to review project progress during each work week, and weekly status meetings. The Monitoring and Controlling phase provides the DSI PM with the toolset to manage the triple constraint triangle of scope, cost, and schedule through integrated change control, quality assurance, deliverable validation, risk monitoring and control, performance monitoring to plan and schedule, and initiating corrective action measures. In the Closing phase, the Project Manager will verify product and deliverable acceptance, perform final financial audits, lessons learned, project archive delivery and updates, and formal project completion acceptance from the customer.

Project Management activities include:

- Project planning and kickoff meetings
- Project schedule developed per SOW tasks, deliverables, and resource assignments
- Status reporting and status meeting
- Continuously communicating, planning, and scheduling updates
- Schedule and budget monitoring, and scope management
- Risk Management planning to continuously identify, analyze, and mitigate risks
- Action Item and decision tracking, as well as resolving and escalating issues



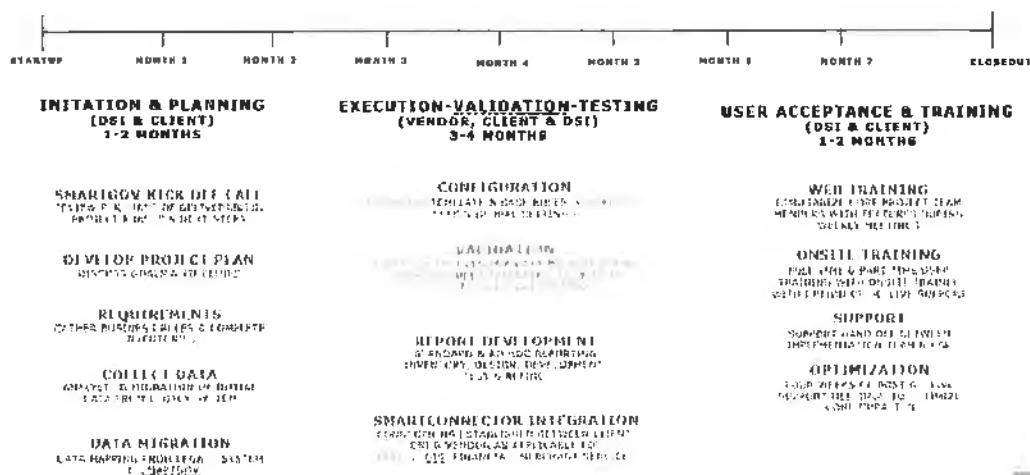
- Quality Control
- Change control management
- DSI project resource management
- Work product completion and deliverable acceptance management
- Project Completion Acceptance execution

Project Timeline

DSI anticipates commencing this project on a mutually agreeable start date upon receipt of an executed SOW acceptance page ("Acceptance") found at the conclusion of this document. Within two weeks of the Orientation Call, the DSI Project Manager will schedule a mutually agreeable date and time for the project kick-off meeting. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement.

The following generic process will be followed for the implementation of this project. Below is a depiction of the generic process the DSI Project Manager/Engagement Manager will follow for the implementation, DSI reserves the right to modify this process to reflect the scope of this project.

SMARTGOV High Level Process



Professional Services Invoicing / Billing



Invoicing Terms

DSI will generate project invoices when the above product codes are completed for the value of the product code as shown in the Investment table.

Travel Expenses

Travel expenses are inclusive in Dude Solutions pricing for your project.

DSI understands there are extenuating circumstances that require a change in scheduling. DSI will make every attempt to accommodate cancellation/rescheduling requests on an as-needed basis. Rescheduling requests will be subject to resource availability and every attempt will be made to meet requested timeframes and timelines, however, no guarantee can be made for requested dates or times. Client accepts that DSI will reschedule based upon our resources' next availability that meets the project duration requirement to complete the scope of work.

Cancellation Policy

Cancellation and Rescheduling requests will be managed per the below policy:

Cancellation/Rescheduling Fees: In the event that the Client requests to reschedule their onsite work date(s), Client must reschedule 14 days in advance of the scheduled onsite work. Any requests for rescheduling onsite work within the 14-day window prior to the scheduled onsite date, will require the Client to reimburse DSI the full cost of any **Cancellation Fees** and **Re-booking Fees** incurred.

Definitions:

- **Cancellation Fees:** Any actual fees incurred by DSI from its travel providers which are the result of the Client canceling work for scheduled date(s) which are not immediately rescheduled, including, but not limited to fees charged for airfare, train, rental car, and hotel.
- **Re-booking Fees:** Any change fees associated with changing travel arrangements to accommodate a rescheduled date requested by Client including, but not limited to, any difference in reasonable travel costs (airfare increase, hotel increase, rental car increase) incurred when re-booking for requested dates.
- **Force Majeure:** Client will not be held liable for Cancellation or Re-booking Fees incurred by DSI as a result of an act of God, such as an earthquake, hurricane, tornado, flooding, winter super storm, winter weather that shuts down a facility, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service within a facility's power grid.

DSI Project Team Roles and Responsibilities

The roles listed below comprise the DSI team supporting this project. The team brings a wealth of experience and knowledge that will provide you with the highest caliber of expertise, thought leadership, and project management. *Due to the size and scope of the project, one person may play multiple roles, to be determined by DSI as appropriate.*

- **Senior Technical Consultant:** The Senior Technical Consultant ("STC") will develop and deploy the solution and ensure that it meets the business requirements for the project. The STC's goal is to deliver a responsive system that complies with the functional specification. The STC defines, designs, and implements the features or products that meet the client's functional expectations.
- **Implementation Specialist:** The Implementation Consultants ("IS") primary role is to provide project implementation support by setting up a client's account, performing system configuration as defined in the scope of the project, creating/modifying templates as defined in the scope of the project, and creating or modifying standard or custom reports as defined in the scope of the project or requirements discovered during requirements gathering sessions.
- **Project Manager / Engagement Manager:** The Project Manager's ("Project Manager" or "PM") / Engagement Manager's ("Engagement Manager" or "EM") primary role is to deliver the project within the project's defined constraints through planning, scheduling, monitoring progress, controlling scope, and managing client expectations. The PM/EM manages the process to release the correct product on schedule and within budget.

Project Assumptions and Constraints

DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Tulsa County to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project and will be addressed via a CCA process, as appropriate. Any changes in scope, schedule, or costs will be documented via the CCA process, whether there is a cost impact or not. Zero dollar CCA's will be used as mutual agreement documentation for scope and schedule changes.

Project Assumptions

- Client business stakeholders must be available for onsite visits and working phone conversations.
- DSI resources will be onsite as planned and scheduled.
- Prerequisite data gathering, related to an orientation call or requirements gathering session onsite, must be completed prior to scheduled onsite or orientation call date in order to maximize onsite consulting time and resource productivity.
- DSI is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the onsite visit. Having the requested data and configuration information available prior to the onsite visit may minimize delays so progress can be made quickly.
- Regarding requested enhancements or new feature development, the request will be fully documented and delivered to the DSI software engineering team for review for product inclusion, definition, development, prioritization, and sprint release development and confirmation.

General, Administrative, and Cost

- DSI must be in receipt of this SOW, signed by an authorized Client representative, prior to initiation of services including orientation calls or onsite visits.



- As applicable, designated deliverables must be approved in writing using the *DSI Deliverable Acceptance form*.
- Upon satisfactory completion of project, Client must provide project sign-off using the *DSI Project Completion Acceptance form*.
- DSI is not responsible for delays caused by Client, its contractors, or any third party vendors or third party service providers.
- All project documentation will be prepared in DSI standard format in Microsoft Word, Excel, PowerPoint, Project, Visio, and/or PDF.
- This document could include technical inaccuracies and/or typographical errors.
- **Any request** by Tulsa County to modify the scope of work, schedule, or costs will require preparation of a CCA form detailing the work to be performed, as well as the associated costs. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.
- All on-site work will be conducted at Client's physical location. As required, appropriate Client personnel will be made available either at that location or via alternate means (e.g., conference call) for in-person meetings, tours, and ad-hoc meetings with appropriate personnel for additional fact finding, data gathering, and reiteration demos.

Client's Support

- Client will provide the needed input, resources, and documentation to support the tasks contained herein.
- Client will assign a project manager/leader to coordinate activities, reviews, and the collection of information in support of this project and to act as a point of contact.
- Client team members will be identified and be part of the decision-making process as it relates to changes in process, applications, technology, etc.
- Client will provide assistance in the development of functional requirements and will confirm those requirements meet the project's overall business objective.
- Client business and technical staff must be available for team workshops, requirements gathering, data gathering, and/or consulting sessions.
- Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, jurisdictions, management teams, or other necessary resources required for the success of this project.
- Client will provide access to resources in a manner consistent with the proposed schedule and provide suitable designees in the absence of required resources.
- Client will provide adequate working facilities (i.e., desk, computer, telephone, contractor identification, access badge, parking pass, etc.) for DSI to perform any portion of this project that must be conducted at Client's facility and access to all applicable software, databases, tools, and systems at their facilities.





- Client will ensure that the consultant(s) are granted access to the facilities and/or systems required to conduct the necessary work defined in this SOW.
- Client will provide a knowledgeable Escort for data gathering, requirements gathering, tours, and access to restricted personnel as necessary.
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting.
- Advance notice if there is to be any additional incurred travel expenses above and beyond the contract. DSI will confirm approval of all travel dates and expenses in email from the appropriate project sponsors prior to being on site.

Client Engagement Responsibilities

The below table demonstrates the anticipated client engagement responsibilities and level of effort involvement to ensure the success of the project.

Role	Time (% FTE)	Responsibilities
Implementation Project Lead	30-40%	<ul style="list-style-type: none">• Serve as primary Person of Contact• Work with Dude PM to plan and schedule client resources• Manage the scope of the paid services in SOW• Coordinate Client staff assignments• Manage Client activities to meet schedule commitments• Mitigate all implementation risks• Define requirement/layouts of reports purchased• Identify requirements for any connectors purchased• Sign-off on completion of all implementation services delivered
Subject Matter Experts (Multiple)	40-60%	<ul style="list-style-type: none">• Attend Implementation/configuration meetings• Define and provide input into configuration• Attend User Acceptance and validation Training• Validate data and configuration• Develop UAT Test Scripts





Software for Smarter Operations

IT Lead	5-10%	<ul style="list-style-type: none">• Manage infrastructure changes to support SmartGov• Provide the data to be migrated from systems• Mitigate any technical issues• Coordinate technical assignments required to implement• SMARTConnectors, including GIS and parcel data
Data Validator / UAT Testing	20-30%	<ul style="list-style-type: none">• Validate all data migrated• Comprehend the data in the prior system and how it translates to Community Development• Verify the data that was validated• Participate in UAT Testing, execute test scripts and provide feedback
System Administrator	10-15%	<ul style="list-style-type: none">• Manage SmartGov Configuration• Create user accounts• Handle user access/privileges• Reset passwords• Supervise organization information changes• Regulate system values• Customize attributes• Generate ad hoc reports• Support internal usage of SmartGov
Training Coordinator	10%	<ul style="list-style-type: none">• Manage data within SmartGov, specifically:<ul style="list-style-type: none">• Accreditations• Task lists• Training Tracks• Assessments• Training Items• Training Location (conference room, off-site, etc.)
User	Case-by-Case	<ul style="list-style-type: none">• Participate in SmartGov training• Participate in UAT Testing, execute Test Scripts



Change Control Authorization Process

In order to maintain a positive relationship with our clients and to complete all services and deliverables of a project on a timely basis, all facets of the project must be agreed upon, and any changes to the project must be requested and evaluated for impacts. Change control is an essential mechanism to monitor and document all project changes and deviations from the original scope and objectives of the project. All project changes must be requested via the project CCA process. The basic steps for a change are:

- The client team or DSI team discovers a need to change the project.
- The authorized client project manager or DSI Project Manager is notified and a CCA is initiated.
- The written project change request is reviewed by all necessary parties and either accepted or rejected.
- If rejected, the change request is maintained in the project file for reference purposes.
- If the written change request is accepted, then:
 - All necessary signatures are recorded on the change request
 - All affected documentation is revised to reflect the change(s)
 - Any adjustments to schedule, scope, and/or cost are made to the overall project plan
 - Signatures are required for all change requests
- Copies of the official approved and signed CCA are forwarded to the customer project manager and DSI Project Manager for the documentation archive. DSI will forward a copy to the Project Accounting Team in the office to update the project information and budget (if necessary).

Change Control Authorizations Process Steps

Step	Type	Description
1	Request	A request is made for a change to the agreed upon scope baseline. The request may be internally or externally generated, must be formally written and communicated to the project manager, and may have been prompted by any number of reasons or events.
2	Evaluate	The project manager facilitates an evaluation to confirm that the requested change is in fact a change to the agreed upon scope baseline. If so, the project manager implements the request as described below.
3	Assess	If the request is in fact a change to the scope baseline, the project manager assesses the impact on project schedule, budget and work products, using a similar approach as the original project planning process, utilizing team member expertise as needed.

4	Document	The project manager documents the project impact and other critical information in a CCA form. A summary of the change is recorded in a change order log. This log is required, and is a very useful tracking tool, and is included in the project status report.
5	Decide	The change order is presented to the project's governing authority, typically a steering committee, stakeholder's, or equivalent. In some cases, the project may have a separate change management board to process change requests. The governing authority decides whether or not to implement the change, and obtains approval for any needed additional resources (if it does not itself have the authority to authorize resource changes).
6	Incorporate	The project manager incorporates changes into the project's scope baseline in the form of such artifacts as contracts, statements of work, project plans, requirements and design documents per the approved CCA document.
7	Implement	The project team implements the changes.

Project Terms and Conditions

Statement of Work ("SOW") is entered into by and between Dude Solutions, Inc. ("DSI") and Tulsa County pursuant to and subject to the project terms and conditions ("Project Terms and Conditions") specified below.

- A SOW must be signed by an authorized representative of and who has full authority to bind Client before the scheduling and delivery of any software, software support, and the commencement of Professional Services. Acceptance by electronic signature is considered a valid and legally binding form of receipt.
- The terms and conditions ("Terms") of this offer are based upon Dude Solutions, Inc.'s Online Subscription Agreement as modified and agreed to by both parties. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by you (including, without limitation, any terms contained in any document incorporated by reference into the Purchase Order) are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by DSI.
- Invoicing terms are Net 30. Invoices unpaid by Client after 30 days of the invoice date will bear interest at the lower of either (a) the rate of 1.5% per month calculated monthly or (b) the highest rate permitted by applicable law.
- All applicable taxes and freight are the responsibility of Client and will appear on invoices as actual cost.
- All orders are subject to credit approval.
- DSI reserves the right to require that overdue Client accounts be paid to current for all prior DSI completed projects before a new SOW can be executed.
- SOW must be accepted and signed by Client within 60 days after which DSI reserves the right to adjust or requote the engagement.
- Employment and Subcontractors. DSI and Client agree that the employees of each may possess technical abilities that are in great demand and further agree that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to



replace any such employee. Therefore, DSI and Client each agree not to recruit or employ, either directly or indirectly, a present employee of the other during the term of this SOW between them, and for two (2) years following termination of this SOW. Client further agrees that during the term of this SOW and for six (6) months following the termination of this SOW, it will not, without DSI's prior written consent, engage any subcontractor which DSI utilizes to provide the services contemplated under the SOW should that be the case.

- **Warranties on Services and Work Product:**
 - DSI warrants that the Services shall be performed in a professional manner and to standards not less than those generally accepted in the industry. The foregoing Warranty shall not apply to any portion of a deliverable hereunder (a "Work Product") that has been modified by a party other than DSI without DSI's prior written approval.
 - Client's exclusive remedy and DSI's entire liability shall be the re-performance of the Professional Services.
 - **Disclaimer.** Except as expressly provided in this SOW, with respect to the services and the work product, DSI makes and Client receives no other warranties, expressed or implied, and expressly includes all warranties of merchantability and fitness for a particular purpose.
- **Term and Termination:**
 - The term of this SOW shall be effective and binding, and commence on the date signed by Client and shall terminate as provided herein or upon written acceptance of the work performed with final payment received.
 - **Termination Without Cause.** Either party may terminate this SOW for any reason or no reason by providing the other party with thirty (30) days prior written notice.
 - **Termination for Breach.** Except for a party's breach of its confidentiality obligations under this SOW, or any other agreement, current, and existing between both parties (which breach shall give the non-breaching party the right to automatically and immediately terminate this SOW), if either party is in material breach of this SOW, the non-breaching party may provide a written notice to the breaching party specifying the nature of the breach. The breaching party shall have thirty (30) days from receipt of such notice to correct the breach. If the breach is not cured within such period, the non-breaching party may terminate this SOW by providing the breaching party with written notice of termination. Consent to extend the thirty (30) day cure period shall not be withheld unreasonably if the breaching party has commenced cure efforts during such period and pursues cure of the breach in good faith. Notwithstanding the foregoing, if Client is in breach of the payment terms of this SOW and does not correct such breach within ten (10) business days of notice from DSI, DSI may terminate this SOW, and may suspend performance under any other SOW in progress, pending receipt of payment in full.
 - **Other Termination.** Either party may terminate this SOW immediately upon the occurrence of any of the following events with respect to the other party: (a) a receiver is appointed for either party or its material assets; (b) either party becomes insolvent, generally unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors or seeks relief under any bankruptcy, insolvency or debtor's relief law; (c) if proceedings are commenced against either party, under any bankruptcy, insolvency or debtor's relief law, and such proceedings have not been vacated or set aside within sixty (60) days from the date of commencement thereof; or (d) if either party is liquidated, dissolved or ceases operations.





Software for Smarter Operations

- **Payment upon Termination.** Following a termination for cause by DSI under the above, Client shall, within ten (10) business days of such termination, pay DSI for all Services properly performed in accordance with this SOW, through and including the date of termination according to the fees and rates set forth in the applicable SOW.



We are committed to helping you build your knowledge, network and skills – and Dude University 2020 is the best training and professional development for operations management professionals. Join us for four days of intensive training where you can: (<http://www.university2019.com/>)

- Build a strategic vision for your department and ensure goals align with the mission and vision of your organization.
- Save your organization time and money by investing in the training you need to keep your operations excellent and highly efficient.
- Learn how your peers are successfully overcoming similar challenges so you can be a leader of positive change.
- Receive hands on training and 1on1 guidance from our Client Success experts.

Your registration also includes:

- Professional development and leadership sessions
- Beginner and advanced solution training classes
- Peer-led best practices roundtables and panel discussions
- Hands-on solution training
- Sunday Opening General Session & Motivational Keynote Speaker
- Registered conference attendees also receive the following meals included:
 - **Sunday Welcome Reception & Dinner**
 - **Hot breakfast Monday, Tuesday and Wednesday**
 - **Networking lunch on Monday & Tuesday**
 - **Tuesday Client Appreciation Dinner**

The rate for conference attendance is \$895. Commit to attendance before July 31, 2019 to receive our early-bird discounted pricing of \$695.

Dude University Policies

Payment, Cancellations & Substitutions

- Written cancellations received by powers.r@dudesolutions.com before **March 31, 2020** receive a full refund. **No refunds are issued after this date.** (<mailto:university@dudesolutions.com>)
- Conference attendee substitutions will be accepted through April 24, 2020.



Software for Smarter Operations

Spouse/Guests

- The \$200 spouse/guest fee is valid for admission to both the Sunday evening and Tuesday evening dinners.
- The fee does not entitle the guest to attend the full conference, meals or other events outside of Sunday and Tuesday evening events mentioned above.
- If you have multiple employees of an organization, they must register for the full conference fee to attend the sessions, the learning lab and all networking events.
- Only 1 guest/spouse per person is permitted.
- Minors under the age of 21 are not permitted to attend the networking events for liability reasons.



DUDE SOLUTIONS, INC.

ONLINE SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Services (as defined below) provided by Dude Solutions, Inc. (together with its direct and indirect subsidiaries, collectively, "DSI"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY SERVICE.

Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Service(s).

1.2 "Account User" means: (i) with respect to an Enterprise Application, each employee, consultant and contractor specified by Subscriber to access and use the Subscriber's Account; and (ii) with respect to a Named User Application, each unique Named User for which Subscriber has paid an applicable subscription fee to DSI for such Named User Application.

1.3 "Applications" means the software-as-a-service (SaaS) enterprise asset management applications designed, developed, marketed and made available by DSI, which include, without limitation, the following functionality: enterprise workflow, communication, content and business process logic for facilities, technology, business operations, facility scheduling, building automation, safety planning, crisis management, geographic information systems, energy and transportation management.

1.4 "Confidential Information" means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI's Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Services. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the

Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

1.5 "Content" means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Services.

1.6 "Documentation" means the user documentation relating to the Services, including but not limited to descriptions of the functional, operational and design characteristics of the Services.

1.7 "Dude Learn Application" means DSI's online learning management system dedicated to increasing a subscriber's time to competency in Applications, which includes, without limitation, (i) learning tracks with the "top tips and tricks" for Applications, and (ii) on-demand knowledge pathways subscribers may use to enhance their skill sets and obtain certifications for Applications. The Dude Learn Application is a Named User Application.

1.8 "Enterprise Application" means each Application that is not a Named User Application.

1.9 "Highly-Sensitive Personal Information" means an Account User's (i) government-issued identification number (including social security number, driver's license number or state-issued identified number), (ii) financial account number, credit card number, debit card number, credit report information, in each case with or without any required security code, access code, personal identification number or password that would permit access to such Account User's financial account; and/or (iii) biometric data.

1.10 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.11 "Intellectual Property Rights" means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.12 "Named User" means, with respect to a Named User Application, each unique, identified named user for which Subscriber has paid an applicable named user subscription fee to DSI for such Named User Application.

1.13 "Named User Application" means an Application that DSI (i) limits access and use thereof to Named Users, and (ii) for which the applicable subscription fee is determined based upon the number of Subscriber's Named Users.

1.14 **"Privacy Policy"** means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located on www.dudesolutions.com.

1.15 **"QuickStart Service"** means, with respect to each Service, DSI's unique implementation service that is provided to Subscriber with respect to such Service. A DSI advisor is provided by DSI to Subscriber in connection with QuickStart Services in order to help facilitate smooth transition and boost Subscriber adoption of the applicable Services.

1.16 **"Services"** means each of the Application(s) subscribed to by Subscriber pursuant to this Agreement. Subscriber shall specify each of the Services that Subscriber shall subscribe to as part of its Account registration process.

1.17 **"Subscriber"** means the legal entity identified on the Account.

1.18 **"Subscriber Data"** means all data and information provided by or on behalf of Subscriber to a Service, including that which the Account Users input or upload to a Service.

1.19 **"Subscription Fee"** means, with respect to each Services subscription, the annual subscription fee invoiced to Subscriber by DSI prior to the Initial Term and each applicable Renewal Term for such Services subscription, which is required to be paid in order for Subscriber to be permitted to access and use the Services in such Services subscription.

1.20 **"Third Party"** means a party other than Subscriber or DSI.

Section 2.0 Use of the Service; Proprietary Rights

2.1 Use of Service.

(a) ***Subscription.*** Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Subscription Fees required hereunder), DSI shall permit Subscriber's Account Users to access and use the Services during the Term, including access and use of all of the Content contained in or made available through the Services. Subscriber agrees that it shall use the Services solely for internal business purposes, and access and use of the Services shall be limited to Account Users.

(b) ***Account Setup.*** To subscribe to the Services, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber's Account and usage of the Services and refuse any and all future use. Each Account User must establish and maintain a personal, non-transferable password, which shall not be shared with, or used by, any other Third Party. Subscriber may not transfer an Account User's right to access and use the Services to a different user; provided, however, that a Named User's right to access and use a Named User Application may be reassigned to a new Named User replacing such Named User if such replaced Named User has terminated its employment or its relationship with Subscriber or otherwise changes its job status or function within Subscriber and, as a result, no longer requires ongoing use of the applicable Named User Application. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Subscriber shall notify DSI immediately of

any unauthorized use of its Account and/or any other breach of security of the Services that it suspects or becomes aware of.

(c) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Services; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(d); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Services; (iv) access and use the Services solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Services on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Services. Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Services by persons other than Account Users.

(d) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of any Service; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available any Service, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Account login information or otherwise allow access or use the Services to provide any service bureau services or any services on a similar basis; (iv) use any Service in a way not intended by DSI or for any unlawful purpose; (v) use any Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) copy, frame or mirror any part or content of the Services, other than copying or framing on Subscriber's own intranets or otherwise for Subscriber's own internal business purposes; (vii) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Services; (viii) remove, obscure, cover or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Services or related documentation; (ix) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Services; (x) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (xi) access any Service in order to build a competitive product or service, copy any features, functions or graphics of any Service or monitor the availability and/or functionality of any Service for any benchmarking or competitive purposes; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Services; and (xiv) store Highly-Sensitive Personal Information. Highly-Sensitive Personal Information should not be entered into the Services, as there are no data fields requesting this type of information. It is the Subscriber's responsibility to enforce this policy for fields beyond DSI's control such as a description or notes field. DSI reserves the right in the future to scan input data and block certain information such as social security numbers or credit card numbers

(e) *Additional Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Services, including without limitation, the maximum number of days that Subscriber Data shall be retained by the Services and the maximum disk space that shall be allotted on DSI servers on Subscriber's behalf. DSI shall provide at least sixty (60) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack or IP addresses causing excessive amounts of data to be sent to DSI servers. DSI shall notify Subscriber

should this condition exist and Inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Services and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(f) **Third Party Software.** The Services may incorporate and/or embed software and other technology owned and controlled by Third Parties. Any such Third Party software or technology that is incorporated and/or embedded into any Service shall be provided to Subscriber on the license terms set forth in this Agreement, unless additional or separate license terms apply as indicated by DSI. To the extent that the Services link to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided by DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Applications, the Services, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Applications and the Services using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Applications, the Services, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI a non-exclusive, royalty-free license to display, distribute, transmit, publish and otherwise use the Subscriber Data to improve the Services and the performance of DSI, including without limitation, submitting and sublicensing the Subscriber Data to Third Parties for analytical purposes, provided that (i) such Third Parties have entered into a written agreement with DSI to maintain the confidentiality of the Subscriber Data and (ii) DSI shall not specifically identify the Subscriber Data as originating from Subscriber when providing the Subscriber Data to such Third Parties.

(c) Subscriber acknowledges the Services may utilize Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to DSI by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.0.

Section 3.0 DSI Responsibilities

3.1 Professional Services. DSI shall provide and perform professional, technical, consulting and/or other services (collectively, "Professional Services") that are mutually agreed upon and described in one or more statements of work. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that shall be developed pursuant to such statement of work, and (iii) set forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work. DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner.

3.2 Subscriber Data. DSI shall not edit or disclose any information regarding Subscriber's Account, including any Subscriber Data, without Subscriber's prior permission, except in accordance with this Agreement. Notwithstanding the foregoing, DSI is hereby permitted to provide certain statistical information (e.g., usage, average costs or time values, or user traffic patterns) in aggregated and de-identified form to Third Parties or to other Application subscribers.

3.3 Implementation and Support.

(a) DSI shall, in exchange for Subscriber's payment of a non-refundable QuickStart fee for a Service, provide the QuickStart Service for such Service. Subscriber is responsible for scheduling the timing and delivery of each QuickStart Service with DSI. The QuickStart Service with respect to a Service must be performed within the six (6) month period immediately following the date Subscriber initially subscribes to such Service. DSI shall not be obligated to provide the QuickStart Service with respect to a Service after the expiration of such 6-month period.

(b) During the Term DSI shall, as part of Subscriber's Subscription Fees, provide telephone and e-mail support ("Support Services") to Subscriber during the hours of 8:00 a.m. (Eastern time) to 6:00 p.m. (Eastern time), Monday through Friday, excluding holidays.

3.4 Availability. DSI shall use commercially reasonable efforts to make the Services available (i) 99.9% of the time during the hours of 6:00 a.m. (Eastern time) to 10:00 p.m. (Eastern time), Monday through Friday, excluding holidays ("Business Hours"), and (ii) 99.5% of the time, determined on a twenty-four (24) hours a day, seven (7) days a week basis. Availability shall be calculated on a monthly basis. For purposes of calculating availability, the Services shall not be deemed unavailable during any period arising from: (i) routine system maintenance that is performed weekly during non-Business Hours; (ii) scheduled downtime for extended system maintenance (of which DSI shall give at least 8 hours' prior notice and which DSI shall schedule to the extent reasonably practicable outside of Business Hours); and (iii) any unavailability caused by circumstances beyond DSI's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, non-DSI software or hardware, or denial of service attack.

3.5 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data. In addition, if Subscriber is a "Covered Entity" under HIPAA, DSI is Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI).

Section 4.0 Third Party Interactions

4.1 Relationship to Third Parties. In connection with Subscriber's use of the Services, Subscriber may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Services; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Services and a Third Party provider; (iv) be offered additional functionality within the user interface of the Services through use of the Services' application programming interface; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.

4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet which are linked through the Services. DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites.

4.4 Additional Terms. The Disclaimer of Warranties (Section 7.1) and Limitation of Liability (Section 7.3) set forth herein shall apply to all Third Party interactions.

Section 5.0 Subscription Fees

5.1 Subscription Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Subscription Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Subscription Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Subscription Fees no later than thirty (30) days after the receipt of DSI's applicable invoice therefor. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information. Except as otherwise specified herein, Subscriber's payment obligations are non-cancelable and Subscription Fees paid are non-refundable.

5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

5.3 Reimbursable Expenses. DSI's Professional Service fees do not include travel, lodging or other expenses incurred by DSI unless specified on the Statement of Work. Subscriber shall reimburse DSI for all travel, lodging, communications, incidentals and other out-of-pocket expenses as they relate to the performance of Professional Services rendered by DSI to Subscriber.

5.4 Renewal Charges. DSI maintains the right to increase Subscription Fees and other applicable fees and charges in connection with each Renewal Term.

5.5 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.5, DSI shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

Section 6.0 Term and Termination

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until all Services subscriptions hereunder have expired or have been terminated (the "Term"). The initial term of each Services subscription shall be for a period of one (1) year (the "Initial Term"). Thereafter, each Services subscription shall automatically renew for successive one year periods (each, a "Renewal Term") unless either party has provided written notice of its intent to not renew such Services subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to such Services subscription.

6.2 Termination of Agreement for Breach. DSI may terminate this Agreement prior to the expiration of the Term if Subscriber commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by DSI; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to terminate one or more of Subscriber's Services subscriptions and/or suspend its performance hereunder (including, without limitation, Subscriber's right to access and use the Services and the Account) until the breach is cured. DSI's exercise of its right to elect any interim measure shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination of Services Subscription.

(a) Either party may terminate a Services subscription prior to the expiration of its applicable term if the other party breaches any term of this Agreement or such Services subscription and, if such breach is capable of cure, such breach is not cured by the breaching party within thirty (30) days after receipt of written notice of such breach from the non-breaching party; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days.

(b) Subscriber may terminate any Services subscription (other than a Services subscription for the Dude Learn Application, which is not terminable for convenience) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: clientsuccess@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3(b), Subscriber may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Subscriber for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the effective date of termination), (iii) *divided by* twelve; provided, however, that if DSI receives Subscriber's written notice of termination pursuant to this Section 6.3(b) within the first sixty (60) days after the commencement of the Initial Term, DSI shall refund to Subscriber the entire Subscription Fee for the Initial Term. For avoidance of doubt, no refund shall be granted with respect to fees for training, import or project management, and/or other professional services.

6.4 Stop Providing Service. DSI may, upon 180 days' prior written notice to Subscriber, terminate provision of a Service as a hosted offering. Upon such termination Subscriber may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Subscriber for such Service for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the effective date of termination of such Service), (iii) *divided by* twelve.

6.5 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Services shall automatically cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.6 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(d), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 7.0 Disclaimers and Indemnification

7.1 Disclaimer of Warranties. DSI AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. DSI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICES SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DSI AND ITS LICENSORS.

7.2 Indemnification.

(a) *Indemnity by DSI.* DSI shall defend, indemnify and hold harmless Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Services as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Services, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the applicable Service(s) so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the applicable Service(s), or (iii) terminate the Subscriber's Account subscriptions for the applicable Service(s) upon prior written notice and refund to Subscriber any prepaid Subscription Fees covering the remainder of the term of the terminated Account subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the applicable Service(s) in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the applicable Service(s) by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the applicable Service(s) that is not permitted under the terms of this Agreement. This Section 7.2(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement or misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Services.

(b) Subscriber shall defend, indemnify and hold harmless DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Services in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.2(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement or misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Services.

7.3 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO DSI PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE LAST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL DSI OR ANY THIRD-PARTY LICENSOR HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF DSI OR THE APPLICABLE THIRD-PARTY LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

SUBSCRIBER AGREES THAT DSI'S CRISISMANAGER AND SAFETY CENTER APPLICATIONS

(COLLECTIVELY, "SAFETY APPS") IS A DOCUMENTATION TOOL ONLY, AND THAT EACH OF THE SAFETY APPS IS NOT INTENDED TO PROVIDE EMERGENCY SERVICES OR PROTOCOLS, PROCEDURES OR ACTION PLANS IN THE EVENT OF A CRISIS OR EMERGENCY. SUBSCRIBER FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE FOR: (1) CREATING AND MAINTAINING ITS EMERGENCY ACTION PLAN WITHIN EACH RESPECTIVE SAFETY APP, (2) ENSURING THAT SUBSCRIBER'S EMPLOYEES, CONTRACTORS AND OTHER PERSONNEL ARE PROVIDED ACCESS TO ITS EMERGENCY ACTION PLAN WITHIN THE SAFETY APPS, AND (3) CONTACTING (E.G., CALLING 911) EMERGENCY SERVICES IN THE EVENT OF AN ACTUAL CRISIS OR EMERGENCY. DSI SHALL HAVE NO RESPONSIBILITY OR LIABILITY AS A RESULT OF THIS AGREEMENT AND/OR SUBSCRIBER'S USE OF THE SAFETY APPS FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN THE EVENT OF A CRISIS OR EMERGENCY.

Section 8.0 Confidentiality

8.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.3 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 9.0 Miscellaneous

9.1 Authority. Subscriber represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Services is subject to the Privacy Policy. By using the Services, Subscriber accepts and agrees to be bound and abide by the Privacy Policy.

9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of North Carolina, without regard to the principles of conflict of laws. Each of DSI and Subscriber hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

9.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.6 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.7 Force Majeure. Subject to the limitations set forth below and except with respect to any payment obligations of Subscriber, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.8 Notices. Except as otherwise specified in this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed as follows: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Legal Operations, with a copy to: Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon St., Suite 1900, Charlotte, NC 28246, Attn: Richard Dunn.

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 **No Third Party Beneficiaries.** No person or entity not a party to this Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.11 **Severability.** The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 **Entire Agreement.** This Agreement and its Exhibit A Incorporated herein, is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

9.13 **Anti-Corruption.** Subscriber has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of DSI's employees or agents in connection with this Agreement. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI.

9.14 **Export Compliance.** The Services, other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Subscriber shall not export or re-export the Services in any form without first obtaining the appropriate United States and foreign government approvals. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit Account Users to access or use the Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

9.15 **Cooperative Use.** With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.16 **Children Under the Age of 13.** Websites and/or online applications and services that are collecting information from children under the age of 13 are required to comply with Federal Trade Commission (FTC) Children's Online Privacy Protection Act (COPPA). Subscriber shall not submit, and shall ensure that its Account Users shall not submit, any information from children under the age of 13. DSI does not knowingly collect personal information from children under 13. If Subscriber believes DSI might have any information from or about a child under 13, please contact DSI at: notice@dudesolutions.com or by mail at the following address: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Operations. If DSI learns it has collected or received personal information for a child under 13 without verification of parental consent, DSI shall delete such information.

9.17 **Modifications.** DSI may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, DSI shall notify Subscriber.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Tulsa County, OK

Signature

Print Name

Title

Date Signed

Dude Solutions, Inc.

Signature

Print Name

Title

Date Signed

Nolan M. Fildes 6-25-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

Exhibit A

Addendum to Agreement and Statement of Work (SOW) for Exceptions

Language In Dude Solutions Online Subscription Agreement	Tulsa County Requested Changes (Red lettering and strikethrough are Tulsa County's. Blue lettering are Dude Solutions'.)	Tulsa Comments/Dude Solutions Response
<p>5.1 Subscription Fees Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Subscription Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Subscription Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Subscription Fees no later than thirty (30) days after the receipt of DSI's applicable invoice therefor. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information. Except as otherwise specified herein, Subscriber's payment obligations are non-cancelable and Subscription Fees paid are non-refundable.</p>	<p>Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Subscription Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Subscription Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Subscription Fees no later than thirty (30) days after the receipt of DSI's applicable invoice therefor. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information. Except as otherwise specified herein, Subscriber's payment obligations are non-cancelable and Subscription Fees paid are non-refundable.</p>	<p>County cannot commit public monies outside of the current fiscal year. Such committal is non-appropriated and would be in violation of Okla. constitutional law. County is open to potential, future renewals that are mutually agreed to in writing between the parties. Dude-Accept.</p>
<p>5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.</p>	<p>5.2 RESERVED. Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.</p>	<p>County will not submit to automatic payments. Dude-Accept.</p>
<p>6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until all Services subscriptions hereunder</p>	<p>6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until all Services subscriptions</p>	<p>may be renewed by mutual, written agreement of the parties</p>

<p>have expired or have been terminated (the "Term"). The initial term of each Services subscription shall be for a period of one (1) year (the "Initial Term"). Thereafter, each Services subscription shall automatically renew for successive one year periods (each, a "Renewal Term") unless either party has provided written notice of its intent to not renew such Services subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to such Services subscription.</p>	<p>hereunder have expired or have been terminated (the "Term"). The initial term of each Services subscription shall be for a period of one (1) year (the "Initial Term"). Thereafter, each Services subscription may be renewed shall automatically renew for successive one year periods (each, a "Renewal Term") unless either party has provided upon Subscriber's written notice of its intent to not renew such Services subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to such Services subscription.</p>	<p>Dude-Accept. We need only Subscriber's written notice. See edits.</p>
<p>7.2 Indemnification (b) Subscriber shall defend, indemnify and hold harmless DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Services in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.2(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Services.</p>	<p>(b) Subscriber shall defend, indemnify and hold harmless DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Services in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.2(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Services.</p>	<p>County is prohibited by Oklahoma law from entering into indemnification or hold harmless provisions.</p> <p>Dude-Accept.</p>
<p>8.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law</p>	<p>The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving</p>	<p>County cannot commit future, non-appropriated funds to speculative costs or fees. The parties can bear their owns costs.</p>

to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.	Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.	Dude-Accept.
9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of North Carolina, without regard to the principles of conflict of laws. Each of DSI and Subscriber hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.	9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of North Carolina Oklahoma, subject to the courts located in Tulsa, Oklahoma, without regard to the principles of conflict of laws. Each of DSI and Subscriber hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.	Oklahoma, subject to venue of the courts located in Tulsa, Oklahoma, County will not waive its rights. Dude-Accept.
9.8 Notices. Except as otherwise specified in this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed as follows: Dude Solutions, Inc., 11000 Regency Parkway,	9.8 Notices. Except as otherwise specified in this Agreement, all legal notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be	County does not agree to notice via electronic mail. Further... All notices to Subscriber shall be addressed as follows: Board of County Commissioners of the County of Tulsa, 500 S. Denver Ave., Tulsa, OK 74103, Attn: Chairman. Dude-Accept with addition of "legal" before "notices" at the end of the first line. We can mail legal notices, but we do not want to have to make account notification, such as scheduled maintenance, by mail.

Suite 110, Cary, NC 27518 Attn: Legal Operations, with a copy to: Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon St., Suite 1900, Charlotte, NC 28246, Attn: Richard Dunn.	addressed as follows: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Legal Operations, with a copy to: Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon St., Suite 1900, Charlotte, NC 28246, Attn: Richard Dunn. All notices to Subscriber shall be addressed as follows: Board of County Commissioners of the County of Tulsa, 500 S. Denver Ave., Tulsa, OK 74103, Attn: Chairman.	
Dude Solutions SOW	Tulsa County Requested Changes	Tulsa Comments/ Dude Solutions Response
Cancellation Policy Cancellation and Rescheduling requests will be managed per the below policy: Cancellation/Rescheduling Fees: In the event that the Client requests to reschedule their onsite work date(s), Client must reschedule 14 days in advance of the scheduled onsite work. Any requests for rescheduling onsite work within the 14-day window prior to the scheduled onsite date, will require the Client to reimburse DSI the full cost of any Cancellation Fees and Re-booking Fees incurred.	Cancellation and Rescheduling requests will be managed per the below policy: Cancellation/Rescheduling Fees: In the event that the Client requests to reschedule their onsite work date(s), Client must reschedule 14 days in advance of the scheduled onsite work. Any requests for rescheduling onsite work within the 14-day window prior to the scheduled onsite date, will require the Client to reimburse DSI the full cost of any Cancellation Fees and Re-booking Fees incurred. will require Client to reimburse DSI the actual cost of any Cancellation Fees and Re-booking Fees incurred.	County cannot agree to pay unstated, speculative, future costs that cannot be anticipated or appropriated. Dude-Cannot accept deletion. With this language, we are attempting to protect DSI against fees that occur because of a cancellation initiated by the client. We propose inserting "actual" cost. We would also propose carving out cancellations due to adverse weather that closes the County. However, we need some recourse for cancellations that are for convenience of the County that results in fees.
Project Terms and Conditions (2nd bullet) • Invoicing terms are Net 30. Invoices unpaid by Client after 30 days of the invoice date will bear interest at the lower of either (a) the rate of 1.5% per month calculated monthly or (b) the highest rate permitted by applicable law.	• Invoicing terms are Net 30. Invoices unpaid by Client after 30 days of the invoice date will bear interest at the lower of either (a) the rate of 1.5% per month calculated monthly or (b) the highest rate permitted by applicable law.	County cannot agree to future, speculative costs that would require payment by non-appropriated public monies. Dude-Accept.
• Warranties on Services and Work Product: • Client's exclusive remedy and DSI's entire liability shall be the re-	Client's exclusive remedy and DSI's entire liability shall be the re-performance of the Professional Services.	County will not agree to limit its future remedies, contractually or otherwise.

performance of the Professional Services.		Dude-Accept.
<p>Term and Termination:</p> <ul style="list-style-type: none"> • Payment upon Termination. Following a termination for cause by DSI under the above, Client shall, within ten (10) business days of such termination, pay DSI for all Services properly performed in accordance with this SOW, through and including the date of termination according to the fees and rates set forth in the applicable SOW. 	<ul style="list-style-type: none"> • Payment upon Termination. Following a termination for cause by DSI under the above, Client shall, within ten (10) thirty (30) business days of such termination, pay DSI for all Services properly performed in accordance with this SOW, through and including the date of termination according to the fees and rates set forth in the applicable SOW. 	<p>thirty (30)</p> <p>---</p> <p>Note: County has many procedures in place to allow for the release of County funds for payment. Accordingly, this longer time period will allow such to be accomplished.</p> <p>Dude-Accept.</p>



Software for Smarter Operations

Presented to: Tulsa County

Accepted by:

Printed Name

Signed Name

Title

Date

Robert M. Feltz 6-26-19
**APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY**

Dude Solutions Acceptance:

Brian J. Carter

Printed Name

[Signature]

Signed Name

SVP of Sales

Title





**Dude
Solutions**

Software for Smarter Operations

Date

6/25/19





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 26, 2019

REFERENCE: Interagency Agreement for the Juvenile Bureau with the Sheriff's Office
for the Tulsa Area Community Intervention Center for 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 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:
Karen Fasano, TCSO Purchasing Clerk

Rec'd 5/28/19



DISTRICT COURT OF THE STATE OF OKLAHOMA
FOURTEENTH JUDICIAL DISTRICT
MARTHA RUPP CARTER
Chief Judge
Juvenile Division

May 7, 2019

Sheriff Vic Regalado
Tulsa County Sheriff's Office
303 W. 1st Street
Tulsa, OK. 74103

Sheriff,

Greetings. I am hoping all continues to be well with you and your office. The time has come once again to renew agreements from the 2019 Fiscal Year, and update to the incoming 2020 Fiscal Year. As you are aware of, the Tulsa Area Community Intervention Center will be moving its base of operation to the soon to be newly constructed Juvenile Courts/Detention Center located in the Downtown area adjacent to the David L. Moss Center. This is scheduled to occur early to late November of this year. Our hope is that the combined location of all Juvenile Court Services will make for an even greater streamlining of process for officers and deputies who utilize us, as well as provide a more secure and safe transfer of custody of youth from officers and deputies to CIC. CIC continues to strive to develop internal programing and policy which offers youth an opportunity to have a safe place to discuss their life difficulties and possibly engage in services which might help bridge difficult gaps. We continue to be a place where parents, too, can vent their frustration and discuss possible solutions to parental crisis or navigating the juvenile justice system.

We have continued to enjoy our partnership with the Tulsa County Sheriff's Office and look forward to another equally beneficial year. The Sheriff's Office's consistent contribution to TACIC in the amount of \$30,000.00 has been wonderful. We truly thank you for that. The Sheriff's Office is the 2nd largest utilizer of the facility. We strive to nurture positive relationships with your division and remain open to added opportunities to expand each's goals.

The amount of \$30,000.00 has been unchanged during our years of agreement, which has been almost

Juvenile Bureau of the District Court of Tulsa County, Oklahoma
315 South Gilcrease Museum Road • Tulsa, Oklahoma 74127-8403 • (918) 596-5971

nine years now. **However, due to the ever-rising costs of operation, this year I would request the Sheriff's Office to consider and approve a 10% inflation increase equaling three thousand dollars and no cents (\$3,000.00), bringing the total contribution to thirty-three thousand dollars and no cents (\$33,000.00).** The increase to be directly applied to operational costs of the Community Intervention Center. I am asking increases among all our community partners and hope that by sharing the load even small increases can help cover the need.

I have included with this letter an updated copy of the Interagency Agreement between the Tulsa County Sheriff's Office and Tulsa County Juvenile Bureau with adjusted amounts included. Should we be in agreement on the amount please sign the agreement. Once signed, please forward original copy back to me for final approval and signatures from Tulsa County Commissioners. I will forward back to your office an original executed copy of the agreement for your documentation.

If further discussion is necessary, please do not hesitate to contact me. I am more than willing to meet with you or delegates to discuss the need.

Your consideration and continued supports are greatly appreciated.

Sincerely,



Cortez H. Tunley – Program Administrator

Tulsa Area Community Intervention Center
600 Civic Center, Ste. 110 | Tulsa, OK | 74103
918.596.7428 Office 918.596.7580 Main 918.596.9623 Fax

CortezTunley@cityoftulsa.org

ctunley@tulsacounty.org

www.tulsacounty.org/juvenile

*"Improving Our Community Through Prevention, Diversion, Intervention
And Empowerment With The Youth And Families We Serve."*

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. Tulsa County Sheriff's Office, being the law enforcement authority for Tulsa County, 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 by providing a 24 hour, 7 days a week, short-term retaining facility for quick drop-off of arrested juveniles so deputies 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 law enforcement, 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)

Tulsa County Sheriff's Office 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;
- Deputies will cooperate with TACIC staff regarding intake procedures;
- Deputies 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,
- Deputies 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 Tulsa County Sheriff's Office agrees to provide a one-time payment of Thirty-three thousand dollars and no cents (\$33,000.00) to the Tulsa County Juvenile Bureau.

Whereas, the sum of thirty-three thousand dollars and no cents (\$33,000.00) 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:



**Vic Regalado, Sheriff
Tulsa County, Oklahoma**

Date: 052919

The Board of County Commissioners Tulsa County, Oklahoma

Karen Keith, Chair

Ron Peters

Stan Sallee

ATTEST:

APPROVED AS TO FORM:

Michael Willis, County Clerk

Assistant District Attorney

Go BY

Resolutions of Amendments

APPROVED

2262

JUN 18 2018

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

2018 JUN -7 AM 9: 50

RESOLUTION
CONTRACT / AGREEMENT RENEWAL

Department: Tulsa County Sheriff's Office

Vendor: TULSA COUNTY JUVENILE BUREAU

MICHAEL WILLIS
TULSA COUNTY CLERK

Describe Product / Service provided by this contract: COMMUNITY INTERVENTION CENTER

Original GMF # 238752

Current MF # 241368


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 FY 18/19 and shall be effective upon full execution of this contract/agreement renewal.

245120


Chairman, Board of County Commissioners
Tulsa County

ATTEST:


Michael Willis
County Clerk



Date: 6/18/18

Vendor 

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

Karen Fasano

From: Tunley, Cortez [CortezTunley@cityoftulsa.org]
Sent: Wednesday, May 02, 2018 12:51 PM
To: Karen Fasano
Subject: FW: Send data from CIC-Print-1 05/02/2018 11:40
Attachments: DOC050218-05022018114026.pdf

Karen,

Here is the signed renewal resolution for the CIC/Sheriff's Office. No changes are requested this year. Please go ahead and forward for proper signatures and execution. If you have further needs from my office, please do not hesitate to contact me.

Thanks for your help in this matter.

Cortez H. Tunley - Program Administrator Tulsa Area Community Intervention Center
600 Civic Center, Ste. 110 | Tulsa, OK | 74103
918.596.7428 Office 918.596.7580 Main 918.596.9623 Fax
CortezTunley@cityoftulsa.org
ctunley@tulsacounty.org
www.tulsacounty.org/juvenile

"Improving Our Community Through Prevention, Diversion, Intervention And Empowerment With The Youth And Families We Serve."

-----Original Message-----

From: CIC-Print-1 [<mailto:CIC-Print-1@cityoftulsa.org>]
Sent: Wednesday, May 02, 2018 11:41 AM
To: Tunley, Cortez
Subject: Send data from CIC-Print-1 05/02/2018 11:40

Scanned from CIC-Print-1.
Date: 05/02/2018 11:40
Pages:2
Resolution:200x200 DPI

STATE OF OKLAHOMA
TULSA COUNTY
CLERK

3016

TULSA COUNTY
PURCHASING
DEPARTMENT

2016 JUL 20 AM 11:55

TULSA COUNTY CLERK

MEMO

APPROVED

JUL 25 2016

DATE: JULY 20, 2016

FROM: LINDA R. DORRELL
PURCHASING DEPARTMENT *Linda R. Dorrell*

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: INTERAGENCY AGREEMENT- TULSA AREA COMMUNITY INTERVENTION
CENTER, OPERATED BY TULSA COUNTY JUVENILE BUREAU

THE TULSA COUNTY PURCHASING DEPARTMENT RESPECTFULLY REQUESTS THE BOARD OF COUNTY COMMISSIONERS APPROVE AND EXECUTE THE ATTACHED INTERAGENCY AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE TULSA COUNTY SHERIFF'S OFFICE AND TULSA AREA COMMUNITY INTERVENTION CENTER, OPERATED BY TULSA COUNTY JUVENILE BUREAU, FOR SERVICES TO LOCAL MUNICIPALITIES AND DISTRICTS REGARDING POLICE AND SHERIFF CONTACT WITH TULSA COUNTY JUVENILE OFFENDERS.

238752

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/arh

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE JULY 25, 2016 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER RON PETERS
VIC REGALADO, SHERIFF
MICHAEL WILLIS, CHIEF DEPUTY
VICKI ADAMS, CHIEF DEPUTY

2 c to LD 7/25/16 WA

APPROVED

JUL 25 2016

Interagency Agreement

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

2016 JUL 28 11:55

The Tulsa Area Community Intervention Center, being operated by the Tulsa County Juvenile Bureau, agrees to provide services to local municipalities and districts regarding police and sheriff contact with Tulsa County juvenile offenders. Tulsa County Sheriff's Office, being the law enforcement authority for Tulsa County, 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 guideline for implementation of services is 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 violating a municipal ordinance or state law;
- Reduce recidivism of juvenile offenders by delivering interventions 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 assessment, which includes:
 - 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 other Responsible Adult
 8. Transmit Information to Court Systems (Both Municipal and District)

Tulsa County Sheriff's Office will utilize service as needed by:

- Transporting juvenile offenders to TACIC's secure facility located at 600 Civic Center, Suite 110, Tulsa, OK. 74103, phone number 918-596-7580;

238752

- 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-backs 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, Tulsa County Sheriff's Office agrees to provide a **one-time** payment of thirty thousand dollars and no cents (\$30,000.00) to the Tulsa County Juvenile Bureau.

Whereas, the sum of thirty thousand dollars and no cents (\$30,000.00) is submitted to the Tulsa County Juvenile Bureau, TACIC agrees to offer services during fiscal year 2017, beginning July 1, 2016 through June 30, 2017.

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:

[Signature] Date: 020716
Sheriff of Tulsa County

The Board of County Commissioners Tulsa County, Oklahoma

[Signature]
Karen Keith – Chairman

[Signature]
John Smaligo – Member

[Signature]
Ron Peters – Member

ATTEST:

[Signature]
Pat Key, County Clerk

APPROVED AS TO FORM:

[Signature]
Assistant District Attorney

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Aileen Powers

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Aileen Powers for belly dance classes at LaFortune Park during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the _____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Aileen Powers, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Belly Dance program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 20 19 and will meet thereafter _____ number of times, with the termination date of this agreement being June 30, 20 20.

2.. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or 20 % of the paid enrollment fee(s) charges for the class or activity.

b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): \$10.00 or 20 % of the paid enrollment fee(s) for the class or activity. class

3. **PAYMENT TO COUNTY:**

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. SPECIFIC DETAILS:

- a. Type of service/instruction: Dance.
- b. Name of class or activity: Belly Dance.
- c. Day(s)/Date(s) Scheduled: Thursdays.
- d. Time Scheduled: 7:00pm.
- e. Location: Lafortune Recreation Center.
- f. A minimum of 10^{a class} and a maximum of 240^{a month} paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

- 5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
 - 6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
 - 7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
 - 8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.
 - 9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
 - 10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.
- Waived: Richard Bales

Signature: Director of Parks/ Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with _____ day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Cherie Lewallen

. Phone Number: 918-496-6221

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Aileen Powers

INSTRUCTOR'S address: 827 North Norwood Ave Tulsa, OK 7445

INSTRUCTOR'S Phone No: 918 269 0045

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

Richard Biles
SIGNATURE

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

INSTRUCTOR

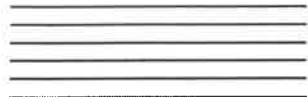
Aileen Powers
SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

Nolan M. Fields 6-25-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director

TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Amber Chong

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Amber Chong for Bricks 4 Kidz robotics classes at the Bixby Community Center during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.

2019/2020

Bixby



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the _____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Amber Chong, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Bricks 4 Kidz program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019 and will meet thereafter _____ number of times, with the termination date of this agreement being June 3, 2020.
- 2.. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or 20 % of the paid enrollment fee(s) charges for the class or activity.
- b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): _____ or 20 % of the paid enrollment fee(s) for the class or activity.

3. **PAYMENT TO COUNTY:**

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. SPECIFIC DETAILS:

- a. Type of service/instruction: Brxks A Kidz.
- b. Name of class or activity: Lego camp;.
- c. Day(s)/Date(s) Scheduled: Various.
- d. Time Scheduled: Varies.
- e. Location: Bixby Community Center.
- f. A minimum of 4 and a maximum of 16 paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

- 5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
- 6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
- 7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
- 8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.
- 9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
- 10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.
Waived: _____.

Signature: Director of Parks/ Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with 30 day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Celia Wetherill

Phone Number: 918-366-4841

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Imber Chong

INSTRUCTOR'S address: 1114 S Magnolia Place Broken Arrow 74012

INSTRUCTOR'S Phone No: 918 695 4712

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

BOARD OF COUNTY COMMISSIONERS

Richard Bales
SIGNATURE

SIGNATURE

INSTRUCTOR

TULSA COUNTY CLERK

Imber Chong
SIGNATURE

SIGNATURE

Nolan M. Fildes 6-25-11
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2019

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).

PRODUCER McLemore Insurance Agency Inc 6965 S 69th East Ave PO Box 700420 Tulsa OK 74170	CONTACT NAME: Karen Petray PHONE (A/C, No, Ext): (918) 743-8868 FAX (A/C, No): (918) 743-6403 EMAIL ADDRESS: karen@mclemoreinsurance.com <hr/> INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: Sentinel Insurance Company</td> <td style="width: 20%;">NAIC # 11000</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Sentinel Insurance Company	NAIC # 11000	INSURER B: Twin City Fire Insurance Company	29459	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: CL1911014517

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	38 SBA BU3630	12/12/2018	12/12/2019	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMPROP AGG</td><td>\$ 4,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMPROP AGG	\$ 4,000,000		\$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as Additional Insured, with Waiver of Subrogation, regarding General Liability, when required by written contract. Insured General Liability is Primary and Non-Contributory when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

BOCC (Board of County Commissioners)
500 S Denver

Tulsa

OK 74103

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



TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Amber Chong

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Amber Chong for Bricks 4 Kidz Robotics classes at LaFortune Park during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the _____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Amber Chong, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Bricks for Kids program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 11, 20 19 and will meet thereafter _____ number of times, with the termination date of this agreement being June 30, 20 20.
- 2..a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or 20 % of the paid enrollment fee(s) charges for the class or activity.
- b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): _____ or 20 % of the paid enrollment fee(s) for the class or activity.

3. PAYMENT TO COUNTY:

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. SPECIFIC DETAILS:

a. Type of service/instruction: Basic Robotics.

b. Name of class or activity: Boys 4 Kids

c. Day(s)/Date(s) Scheduled: Thursdays

d. Time Scheduled: 12:30 - 1:30

e. Location: LeFlore Comm. Center

f. A minimum of 5 and a maximum of 20 paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

5. Independent Instructor Status: It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.

6. Taxes: It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.

7. Termination: The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.

8. Subcontracting: The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. Schedule/Cancellation: Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.

10. Insurance: The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.

Signature: Director of Parks/ Tulsa County, Board of County Commissioners

Waived:

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with _____ day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Cherrie Lewallen . Phone Number: 918-4966221

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Amber Chong .

INSTRUCTOR'S address: 1114 S Magnolia Pl Broken Arrow 74012

INSTRUCTOR'S Phone No: 918 695 4712 .

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

SIGNATURE

INSTRUCTOR

TULSA COUNTY CLERK

SIGNATURE

SIGNATURE

Nolan M. Fields 6-25-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2019

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PRODUCER McLemore Insurance Agency Inc 6965 S 69th East Ave PO Box 700420 Tulsa OK 74170	CONTACT NAME: Karen Petray PHONE (A/C, No, Ext): (918) 743-8868 FAX (A/C, No): (918) 743-8403 E-MAIL ADDRESS: karen@mclemoreinsurance.com																					
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BOCC (Board of County Commissioners) 600 S Denver Tulsa OK 74103	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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TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Music Performance Agreement-BMI

Submitted for your approval and execution is the attached Music Performance Agreement between the Board of County Commissioners and BMI for the notice regarding the Oklahoma Act in Relation to Establishing Copyright Royalty Collection Practices. This agreement describes the rate and terms of royalties required to be paid from Tulsa County to BMI for authorization to perform the music in which BMI licenses.

Respectfully submitted for your approval and execution.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



NOTICE REGARDING THE OKLAHOMA ACT IN RELATION TO ESTABLISHING COPYRIGHT ROYALTY COLLECTION PRACTICES

In compliance with the 1995 Okla. Sess. Laws, Ch. 248, §1 [codified at 15 O.S. Supp. 1995, §790 (B)], you are hereby notified that you are entitled to receive a schedule of the rates and terms of royalties under the performing rights license agreement that you have been offered by BMI, and that the license agreement contains such schedule of the rates and terms of royalties under that contract.

HOW BMI CAN ASSIST YOU

As the proprietor of a business in the State of Oklahoma where music is performed, you are required to obtain authorization from the copyright owners of that music in order for your performances to be legal. BMI represents more than 800,000 songwriters, composers and music publishers ("affiliates") and more than 13 Million musical works. For a single annual fee, a BMI Music Performance Agreement will authorize you to legally perform at your place of business all of the musical works in the BMI repertoire created and owned by our affiliates, and you will avoid the necessity of having to contact each one individually to obtain permission.

THE BMI MUSIC PERFORMANCE AGREEMENT

- The BMI Music Performance Agreement is the contract that describes the rates and terms of royalties required to be paid by you to BMI for authorization to perform the music which we license.
- The schedule of rates can be found within the Music Performance Agreement under the heading License Fee Schedule.
- The Music Performance Agreement, including the schedule of rates and terms of royalties, which BMI has offered you is the same agreement BMI offers throughout the United States for your class and category of music use. Please read the Agreement carefully and call us at the toll-free number which appears on the enclosed letter if you have any questions.

ACCESS TO AFFILIATE AND REPERTOIRE LIST

Using a PC and a modem, you can electronically access a current list of the affiliates we represent and the works in our repertoire which are licensed under your Music Performance Agreement. You should log onto the Internet and access the Repertoire section of the bmi.com domain on the World Wide Web. Our URL address is <http://www.bmi.com>. Access to the Internet can be obtained through many commercial on-line services, as well as from specialized Internet access providers, often for the cost of a local telephone call. BMI imposes no additional charge for this service. If you have questions about any song title or affiliate listing that you locate on our Internet domain, please call (800) 800-9313 for assistance.

BROADCAST MUSIC, INC.

Attn: Marketing/Fulfillment
10 Music Square East
Nashville, Tennessee 37203

OKLAHOMA LL-17/03-31



Music License for Local Governmental Entities

1. DEFINITIONS

- (a) **LICENSEE** shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (b) **Premises** means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned and/or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (c) **Recorded Music** means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (1) compact disc, audio record or audio tape players (but not including "jukeboxes"); (2) videotape, videodisc or DVD players; (3) music performed as an accompaniment to karaoke; (4) the reception and communication at the premises of radio or television transmissions which originate outside the Premises, and which are not exempt under the Copyright Law; or (5) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (d) **Live Entertainment** means music that is performed at the Premises by musicians, singers and/or other performers.
- (e) **BMI Repertoire** means all copyrighted musical compositions written and/or published by BMI affiliates or members of BMI-affiliated foreign performing rights societies, including compositions written or published during the Term of this Agreement and of which BMI has the right to license non-dramatic public performances.
- (f) **Events and Functions** means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in Paragraph 2 (d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of, or sponsored or promoted by, LICENSEE on the Premises.
- (g) **Special Events** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" (as defined in Schedule B) of such Special Event exceeds \$25,000.

2. BMI GRANT

- (a) BMI grants and LICENSEE accepts a non-exclusive license to perform, present or cause the live and/or recorded public performance on the "Premises" and at "Events" and "Functions", and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "BMI Repertoire". The performances licensed under this Agreement may be by means of "Live Entertainment" or "Recorded Music".
- (b) This license does not authorize (1) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in BMI's Repertoire to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (2) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this Paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the BMI Repertoire to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.
- (c) This license is limited to non-dramatic performances and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following: (1) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety; (2) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (3) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation; and (4) performance of a concert version of a "dramatico-musical work" (as hereinafter defined). The term "dramatico-musical work" as used in the Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances: (1) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE's Premises, and is not open to the general public; (2) by or at colleges and universities; (3) at any professional sports events or game played on the Premises; (4) at any permanently situated theme or amusement park owned or operated by LICENSEE; (5) by any symphony or community orchestra; and (6) by means of a coin operated jukebox.

3. REVIEW OF STATEMENTS AND / OR ACCOUNTINGS

- (a) BMI shall have the right to require such reasonable data necessary in order to ascertain the Annual License Fee.
- (b) BMI shall have the right, by its authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify the statements made hereunder. BMI shall consider all data and information coming to its attention as a result of any such examination of books and records as completely confidential.
- (c) BMI shall have the right to adjust LICENSEE's Annual License Fee based upon the most recently available revised population figures provided by the U. S. Census Department.

4. LATE PAYMENT AND SERVICE CHARGES

BMI may impose a late payment charge of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date payment is due on any payment that is received by BMI more than thirty (30) days after the due date. BMI may impose a \$25.00 service charge for each unpaid check, draft or other means of payment LICENSEE submits to BMI.

5. BMI COMMITMENT TO CUSTOMER / INDEMNITY

So long as LICENSEE is not in default or breach of this Agreement, BMI agrees to indemnify, save harmless, and defend LICENSEE and its officers, and employees, from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any musical works which is licensed under this Agreement at the time of performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand, or suit.

6. BREACH OR DEFAULT / WAIVER

Upon any breach or default of the terms and conditions contained herein, BMI shall have the right to cancel this Agreement if such breach or default continues for thirty (30) days after LICENSEE's receipt of written notice thereof. The right to cancel granted to BMI shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement with the terms of this Paragraph.

7. CANCELLATION OF ENTIRE CATEGORY

BMI shall have the right to cancel the Agreement along with the simultaneous cancellation of the Agreements of all other licensees of the same class and category as LICENSEE, as of the end of any month during the Term, upon sixty (60) days advance written notice.

8. ASSIGNMENT

This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this Agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

9. ARBITRATION

NMF 6-25-19
~~All disputes of any kind, nature, or description arising in connection with the terms and conditions of this Agreement, except for matters within the jurisdiction of the BMI Rate Court, shall be submitted to the American Arbitration Association in the City, County, and State of New York, for arbitration under its then-prevailing arbitration rules. The arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so~~

~~appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but not need be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party. !~~

10. NOTICES

Any notice under this Agreement will be in writing and deemed given upon mailing when sent by ordinary first-class U.S. mail to the party intended, at its mailing address stated, or any other address which either party may designate. Any such notice sent to BMI shall be to the attention of the Vice President, Licensing Department at 10 Music Square East, Nashville, TN 37203. Any such notice sent to LICENSEE shall be to the attention of the person signing the Agreement on LICENSEE's behalf or such person as LICENSEE may advise BMI in writing.

11. MISCELLANEOUS

The fact that any provisions are found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other provisions. This Agreement constitutes the entire understanding between the parties and cannot be waived or added to or modified orally and no waiver, addition and modification shall be valid unless in writing and signed by both parties.

12. FEES

- (a) In consideration of the license granted herein, LICENSEE agrees to pay BMI a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule on Page 3. For purposes of this Agreement,
- (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) "Special Events License Fees" means the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fee due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under the Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county, or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other government entities.

2019 RATE SCHEDULE FOR LOCAL GOVERNMENTS

SCHEDULE A			
Population	LICENSEE's Population		Base License Fee
603,400 (Enter Population here)	1	- 50,000	\$358.00
	50,001	- 75,000	\$711.00
	75,001	- 100,000	\$856.00
	100,001	- 125,000	\$1,140.00
	125,001	- 150,000	\$1,427.00
	150,001	- 200,000	\$1,854.00
	200,001	- 250,000	\$2,280.00
	250,001	- 300,000	\$2,711.00
	300,001	- 350,000	\$3,137.00
	350,001	- 400,000	\$3,568.00
	400,001	- 450,000	\$3,993.00
	450,001	- 500,000	\$4,422.00
	500,001	- plus	\$5,919.00 plus \$500 for every 100,000 population increment or portion thereof above 500,000 up to a maximum annual fee of \$71,294.00
			SCHEDULE A FEE
			\$6,419.00

SCHEDULE B Special Events Fee (to be reported 90 days after each event*, see Par. 13(d))	
The rate for Special Events shall be 1% of Gross Revenue.	
<ul style="list-style-type: none"> ▪ "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Events exceeds \$25,000. ▪ "Gross Revenue" means all monies received by LICENSEE or on LICENSEE's behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from the sponsors or other payments received by LICENSEE for each Special Event. 	
	<div> SCHEDULE B FEE <i>BMI will provide a report form to report your events*</i> </div>

SCHEDULE C State Municipal and/or County Leagues or State Associations of Attorneys (to be completed if you are a State Municipal and/or County Leagues or State Associations of Attorneys)	
The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues, or state associations of municipal and/or county attorneys shall be \$358.00 . No Special Events fee applies to LICENSEES qualifying under this schedule.	
	<div> SCHEDULE C FEE \$0.00 </div>

13. REPORTING

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
- a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and
 - a report containing the information set forth in Paragraph 13 (d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety (90) days after the conclusion of each Special Event, LICENSEE shall submit to BMI payment for such Special Event and a report in printed or computer readable form stating:
- the date presented;
 - the name of the attraction(s) appearing;
 - the "Gross Revenue" of the event (as defined above);
 - the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under a BMI License Agreement, LICENSEE shall indicate the name, address, phone number and BMI account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by BMI, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.
- (f) LICENSEE agrees to furnish to BMI, where available, copies of all programs of musical works performed, which are prepared for

distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

14. RATE ADJUSTMENTS / LICENSE FEE FOR YEAR 2019 AND THEREAFTER

For each calendar year commencing 2020, all dollar figures set forth in Schedules A, B and C (except the \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with any percentage increase in the Consumer Price Index – All Urban Consumers (CPI-U)) between the preceding October and the next preceding October, rounded to the nearest dollar. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by BMI.

15. TERM OF AGREEMENT

This Agreement shall be for an initial Term of one (1) year, commencing the first day of (month/year) September, 2019, which shall be considered the effective date of this Agreement ~~and continuing thereafter for additional terms of one (1) year each.~~ Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the Agreement shall terminate on the last day of the Term in which notice is given.

NMF
6-25-19

AGREEMENT

AGREEMENT, made at New York, N.Y. on (Date will be entered by BMI upon execution) _____ between BROADCAST MUSIC, INC., a State of Delaware corporation with its principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030 (hereinafter "BMI") and the legal or trade name described below and referred to thereafter as "LICENSEE" (the "Agreement"). This Agreement includes all of the terms and conditions set forth herein.

LEGAL NAME Tulsa County <small>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</small>	LICENSED PREMISES All locations are licensed by Licensee														
TRADE NAME Tulsa County <small>(Doing business under the name of)</small>	OK <small>(City) (State) (Zip)</small>														
PLEASE COMPLETE LEGAL INFORMATION BELOW Legal Structure Government Entity <small>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</small> State of Incorporation OK Federal Tax ID No. _____ Partners' Names <small>(If Partnership)</small> 1. _____ 2. _____ 3. _____ IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW Local, State, or Federal _____ Local Municipality Name Tulsa County <small>(City/State)</small>	<small>(Telephone Number)</small> <small>(Contact Name)</small> www.tulsacounty.org <small>(Email Address) (Web Address)</small>														
TO BE COMPLETED BY LICENSEE By signing this Agreement you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein. (SIGN HERE – PLEASE INCLUDE PAYMENT) Signature _____ Print Name / Title matney.ellis@tulsacounty.org Signatory Email Address* <small>(if different from above)</small>	MAILING ADDRESS <small>(if different from Licensed Premises)</small> 2315 Charles Page Blvd. <small>(Street Address)</small> Tulsa OK 74127 <small>(City) (State) (Zip)</small> <small>(Telephone Number) (Fax Number)</small> Matney Ellis Purchasing Agent <small>(Contact Name) (Title)</small> matney.ellis@tulsacounty.org <small>(Email Address – if different from above)</small>														
FOR ADMINISTRATIVE USE ONLY TO BE COMPLETED BY BMI BROADCAST MUSIC INC.	<table border="1"> <tr> <td colspan="2">FOR BMI USE ONLY</td> <td>LGE</td> <td>LI-2019/JAN</td> </tr> <tr> <td>3470496</td> <td>3470496</td> <td></td> <td>EFFECTIVE: January 2019</td> </tr> <tr> <td>ACCOUNT NO.</td> <td>COLD</td> <td></td> <td></td> </tr> </table>			FOR BMI USE ONLY		LGE	LI-2019/JAN	3470496	3470496		EFFECTIVE: January 2019	ACCOUNT NO.	COLD		
FOR BMI USE ONLY		LGE	LI-2019/JAN												
3470496	3470496		EFFECTIVE: January 2019												
ACCOUNT NO.	COLD														
*In order to receive a copy of your executed Agreement, please provide the email address of the Signatory. PLEASE RETURN THIS ENTIRE SIGNED LICENSE AGREEMENT TO: BMI, 10 MUSIC SQUARE E., NASHVILLE, TN 37203															

NMF
6-25-19

Rosen M. Felder 6-25-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Christy Hays

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Christy Hays for Zumba classes at LaFortune Park during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the 15 day of June, 2019, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Christy Hays, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Zumba program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019 and will meet thereafter _____ number of times, with the termination date of this agreement being June 30, 2020.

2. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or 20 % of the paid enrollment fee(s) charges for the class or activity.

b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): 50 or 20 % of the paid enrollment fee(s) for the class or activity. per class

3. **PAYMENT TO COUNTY:**

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. **SPECIFIC DETAILS:**

- a. Type of service/instruction: Cardio Workout.
- b. Name of class or activity: Zumba. ARMS, BUNS, CORE
- c. Day(s)/Date(s) Scheduled: M, TH, S. M TH
- d. Time Scheduled: 6:00 M, TH 10:00 Sat. 7:00-7:30
- e. Location: Gym (LaFortune).
- f. A minimum of _____ and a maximum of _____ paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.
- Waived: _____

Signature: Director of Parks/ Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with _____ day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Cherie Lewallen . Phone Number: 918-496-6221

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Christy Hays .

INSTRUCTOR'S address: 5536 S. Birmingham Ave, Tulsa 74105

INSTRUCTOR'S Phone No: 918-645-5905 .

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

Richard Balls
SIGNATURE

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

INSTRUCTOR

Christy Hays
SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

Nolan M. Fields 6-25-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

POLICY CHANGE DOCUMENT

POLICY NO:
PHPK561037-009

CHANGE # 1

CHANGE EFFECTIVE: 04/24/2019

Philadelphia Indemnity Insurance Company

PRODUCER: Maguire Insurance Agency, Inc. FWI

NAMED INSURED: Christy Hays

MAILING ADDRESS 5536 S Birmingham Ave
Tulsa, OK 74105-7242

POLICY PERIOD: FROM 04/24/2019 TO 04/24/2020 at
12:01 A.M. Standard Time at your mailing address shown above.

DESCRIPTION:

In consideration of the premium reflected, the policy is amended as indicated below:

Added 1 Additional Insured.

Total Annual
Additional/Return Premium

\$0.00

Total Prorate
Additional/Return Premium

\$0.00

Total Annual
Additional/Return
Tax/Surcharge/Fee

\$0.00

Total Prorate
Additional/Return
Tax/Surcharge/Fee

\$0.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2019

PRODUCER Maguire Insurance Agency, Inc. FWI 1 Bala Plz Ste 100 Bala Cynwyd, PA 19004-1401 610.617.7900	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Christy Hays 5536 S Birmingham Ave Tulsa, OK 74105-7242	<table border="1"><tr><td>INSURERS AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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 CERTIFICATION 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS												
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPKS61037-009	04/24/2019	04/24/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$2,500</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$3,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$2,500	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$3,000,000	PRODUCTS - COMP/OP AGG	\$3,000,000
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GENERAL AGGREGATE	\$3,000,000																	
PRODUCTS - COMP/OP AGG	\$3,000,000																	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<table border="1"><tr><td>COMBINED SINGLE LIMIT (EA accident)</td><td></td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (EA accident)		BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
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PROPERTY DAMAGE (Per accident)																		
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table border="1"><tr><td>AUTO ONLY - EA ACCIDENT</td><td></td></tr><tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td></td></tr><tr><td>AGG</td><td></td></tr></table>	AUTO ONLY - EA ACCIDENT		OTHER THAN AUTO ONLY: EA ACC		AGG							
AUTO ONLY - EA ACCIDENT																		
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		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				<table border="1"><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																		
AGGREGATE																		
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTHER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td></tr></table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT		E.L. DISEASE - EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT					
WC STATUTORY LIMITS	OTHER																	
E.L. EACH ACCIDENT																		
E.L. DISEASE - EA EMPLOYEE																		
E.L. DISEASE - POLICY LIMIT																		
		OTHER																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is understood and agreed that the following entity is added as an additional insured but only with respect(s) to the operations of the named insured except that liability resulting from the additional insured's sole negligence.

CERTIFICATE HOLDER

BOCC
500 DENVER AVE
Tulsa, OK 74103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert H

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

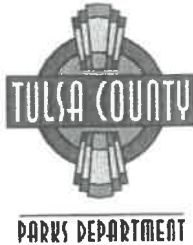
SUBJECT: Independent Instructor Agreement- Cliffann Ferguson

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Cliffann Ferguson for arts and crafts classes at LaFortune Park during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the _____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Cliffan Ferguson, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

Cliffan Ferguson

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Arts & Crafts program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019 and will meet thereafter _____ number of times, with the termination date of this agreement being June 30, 2020.
2. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or 20 % of the paid enrollment fee(s) charges for the class or activity.

b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): 10⁰⁰ or 15⁰⁰ or 20 % of the paid enrollment fee(s) for the class or activity.

3. PAYMENT TO COUNTY:

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. **SPECIFIC DETAILS:**

- a. Type of service/instruction: Arts & Crafts.
- b. Name of class or activity: _____.
- c. Day(s)/Date(s) Scheduled: Thurs 10-11 - 11-12
Sundays 10-11:30
- d. Time Scheduled: _____.
- e. Location: La Grapes Park.
- f. A minimum of 1 and a maximum of 10 paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.

6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.

7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.

8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.

10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.

Waived: Richard Bales
Signature: Director of Parks/ Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with _____ day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Cherie Lewallen . Phone Number: 918-496-6221

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Cliffann Ferguson

INSTRUCTOR'S address: 9131 E. 49th St

INSTRUCTOR'S Phone No: 918-902-6644

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

Richard Baker
SIGNATURE

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

INSTRUCTOR

Cliffann Ferguson
SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

Nelson M. Funder 6-25-19

**APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY**

June 6th, 2019

I wish to request to waive the insurance due to the low risk of my class.

Cliffann Ferguson

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Diana Emerson

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Diana Emerson for Sign Language classes at LaFortune Park during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the ____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Diana Emerson for BHA, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Sign Language program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019 and will meet thereafter ____ number of times, with the termination date of this agreement being June 30, 2020.
- 2.. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or 20 % of the paid enrollment fee(s) charges for the class or activity.
- b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): _____ or 20 % of the paid enrollment fee(s) for the class or activity.

3. **PAYMENT TO COUNTY:**

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. **SPECIFIC DETAILS:**

- a. Type of service/instruction: Sign Language Class.
- b. Name of class or activity: Family.
- c. Day(s)/Date(s) Scheduled: July 9, 16, 23, 30.
- d. Time Scheduled: 6:30 - 7:30 p.m..
- e. Location: LaFortune Rec Center.
- f. A minimum of 8 and a maximum of 20 paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

- 5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
- 6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
- 7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
- 8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.
- 9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
- 10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.

Waived:

Richard Bales
Signature: Director of Parks / Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with _____ day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Cherie Swallow . Phone Number: 918 496 6221

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Diana Emerson, Facilitator SOTSHA

INSTRUCTOR'S address: 8140 E. 11th St., Tulsa, OK 74112

INSTRUCTOR'S Phone No: (918) 832-8742 / cell (918) 639-9399

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

Richard Cobb
SIGNATURE

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

INSTRUCTOR

Diana Emerson
SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

Andan M. Fildes 6-25-91
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY



8740 E. 11th Street, Suite A
Tulsa, OK 74112-7957

Serving those affected by hearing loss.

A Tulsa Area United Way Partner Agency

June 18, 2019

To La Fortune Community Center:

Please waive the liability insurance requirement for us to teach Family Sign Language at your location, as this activity is a low-risk course.

Many thanks for your consideration.

Diana Emerson

Program Director, TSHA

& Sign Language Instructor Liaison

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director



TO: Board of County Commissioners

SUBJECT: User Agreement-Emily Wright

Submitted for your approval and execution is the attached User Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Emily Wright for Knocking Out Lymphoma fundraising event located at the Haikey Creek Softball Fields, Fields 1, 2 and 3 set dated April 27 2019.

Respectfully submitted for your approval and execution.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



USER AGREEMENT

THIS AGREEMENT is made and entered into by and between TULSA COUNTY PARKS, hereinafter to as "PARKS" and Emily Wright hereinafter referred to as "ORGANIZATION".

The term of this agreement shall be from the 27 day of April, 2019 to 27 day of April, 2019.
This agreement includes three weeks of extra play time in case any games are rained out.

ORGANIZATION shall have the right of use of the following facilities during the times and on the dates specified.

FACILITY	DAYS	TIME
<u>H&P Softball</u> <u>Fields 1, 2, 3</u>	<u>Sat</u>	<u>8:00am - 7pm</u> <u>could vary based on # of teams entered</u>

1. ORGANIZATION may charge admissions for events and entry fees for classes and tournaments. All income derived from such admission fees and entry fees shall be utilized solely to defray ORGANIZATION'S expenses. ORGANIZATION shall render a written financial report to the Parks Division of Tulsa County at the end of the contract period, disclosing all income and disbursements related to ORGANIZATION'S use of COUNTY'S facilities.
2. It is understood the ORGANIZATION is using the above-described facilities solely for the purposes herein set forth. ORGANIZATION assumes absolute responsibility and sole liability for the acts and actions of ORGANIZATION'S program participants and spectators during the use of said facilities at the time scheduled.
3. ORGANIZATION shall pay \$ 20 per hour per field, for usage of the Park area for Fundraising event.
4. ORGANIZATION shall obtain a general liability insurance policy having limits of no less than \$1,000,000.00 to any claimant for all claims arising out of a single accident or occurrence, \$300,000.00 for any number of claims arising out of a single accident or occurrence and \$25,000.00 property damage to any single claimant arising out of a single accident or occurrence. Such insurance policy shall carry an endorsement showing the COUNTY as co-insured. Such agrees to give the COUNTY at least fifteen (15) days prior notice in the event of cancellation or material alteration of the provision of ORGANIZATION'S insurance coverage. Until such insurance policies or certificates thereof having been approved by PARKS, this agreement shall be without force or effect. In the event of cancellation or termination of any of the insurance policies or certificates herein required, this agreement shall immediately become null and void.
5. ORGANIZATION further agrees that each program participant of ORGANIZATION, along with each of such participants, parents or legal guardians, shall execute a release of liability, in form acceptable to PARKS, which shall exonerate Tulsa County and the Board of County Commissioners, their agents and employees of Tulsa County from any and all liability as a result of injury to such participants associated with the use of County's facilities. This includes any participants joining the program of ORGANIZATION after the commencement of the program. This release shall be delivered to Tulsa County Parks no later than one week prior to beginning of trials, training, workouts, practices and/or events.
6. ORGANIZATION shall not sublet any Tulsa County Parks space, nor assign, hypothecate or mortgage this agreement or any of the right hereunder. **Refer inquiries of usage to the Tulsa County Parks.**

7. ORGANIZATION shall be responsible for all security at the premises during the events.
8. PARKS reserves the right to cancel, with or without cause, this Agreement upon 10 days written notice, to be effective upon mailing to ORGANIZATION at the address herein provided by ORGANIZATION. This right to cancel on behalf of Tulsa County Parks includes, but is not limited to, ORGANIZATION'S violation of any rules of conduct duly adopted for use of County facilities, which rules are attached hereto and made a part hereof, as terms and conditions of ORGANIZATION'S use pursuant to this Agreement.

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.

Tulsa County

By: _____ Date: _____
BOCC Chairperson

Organization: Emily Wright Address: 10165 E ~~CO~~ 32nd st Apt G

Print Name: Emily Wright City, State and zip code: Tulsa, OK 74146

Signature:  Telephone: 918-779-9896

E-mail: emilywright1388@gmail.com

Attest:

Tulsa County Clerk

Approved as to form:

 6-25-19
Asst. District Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2019

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).

PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	CONTACT NAME: Sports Dept PHONE (A/C, No. Ext): 803-622-7370 FAX (A/C, No): 803-256-4017 E-MAIL ADDRESS: soda@sadlersports.com PRODUCER CUSTOMER ID#:
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INSURED D/ B/ A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION Emily Wright/ Knockin Out Lymphoma Tournament 10165 E 32nd st apt g Tulsa, OK 74146 Club #: 52725	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER A: NATIONAL CASUALTY COMPANY</th> <th>NAIC #</th> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> </table>	INSURER A: NATIONAL CASUALTY COMPANY	NAIC #	INSURER B:		INSURER C:		INSURER D:	
INSURER A: NATIONAL CASUALTY COMPANY	NAIC #								
INSURER B:									
INSURER C:									
INSURER D:									

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.		

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		KRO0000007734200	12:01AM ET 03/23/2019	12:01AM ET 04/28/2019	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MEDICAL EXPENSES (other than participants)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	NONE
							PRODUCTS- COMP/ OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON- OWNED AUTOS			n/a	n/a	n/a	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input type="checkbox"/> SEXUAL ABUSE / MOLESTATION			n/a	n/a	n/a	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$2,000,000
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/a	n/a	n/a	EACH OCCURRENCE	n/a
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? Y/N <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
B	PARTICIPANT ACCIDENT			n/a	n/a	n/a	EXCESS MEDICAL AD&D	not covered not covered

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy, if included above, is part of the ERS Risk Purchasing Group Association, Inc.

RE: COVERED Tournament(s) - Adult - General Liability

Softball - # of teams: <25 - Date 1: 03/23/2019 - Date 2: - Date 3: Rain Date: 04/27/2019

(Adult Tournament General Liability Only: \$2,000,000 Each Occurrence; \$500,000 Legal Liability to Participants; Waiver/ Release Required)

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER

RELATIONSHIP:
Property Owner/ Lessor

TULSA BOARD OF COUNTY COMMISSIONER
500 South Denver Ave W
TULSA, OK 74103

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 (company A)

Scott Pankhurst

AUTHORIZED REPRESENTATIVE (company B)

John S. Smith

Coverage is only extended to U.S. events and activities

NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER: KRO0000007734200

INSURED: Emily Wright/ Knockin Out Lymphoma Tournament

COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

1. Name of Additional Insured Person(s) or Organizations(s):
TULSA BOARD OF COUNTY COMMISSIONER 500 South Denver Ave W TULSA, OK 74103
(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Date Added: 03/01/2019 02:14:51 PM

CG 20 26 04 13

Page 1 of 1

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director

TO: Board of County Commissioners

SUBJECT: User Agreement-Emily Wright



Submitted for your approval and execution is the attached User Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Emily Wright for Knocking Out Lymphoma fundraising event located at the Haikey Creek Softball Fields, Fields 1, 2 and 3 set for date of July 13, 2019.

Respectfully submitted for your approval and execution.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



USER AGREEMENT

THIS AGREEMENT is made and entered into by and between TULSA COUNTY PARKS, hereinafter to as "PARKS" and Emily Wright hereinafter referred to as "ORGANIZATION".

The term of this agreement shall be from the 13 day of July, 2019 to 13 day of July, 2019.
This agreement includes three weeks of extra play time in case any games are rained out.

ORGANIZATION shall have the right of use of the following facilities during the times and on the dates specified.

FACILITY	DAYS	TIME
<u>HCP Softball Fields</u> <u>1, 2 & 3</u>	<u>Sat</u>	<u>8AM-7PM</u> <u>could vary based on</u> <u># of teams entered</u>

1. ORGANIZATION may charge admissions for events and entry fees for classes and tournaments. All income derived from such admission fees and entry fees shall be utilized solely to defray ORGANIZATION'S expenses. ORGANIZATION shall render a written financial report to the Parks Division of Tulsa County at the end of the contract period, disclosing all income and disbursements related to ORGANIZATION'S use of COUNTY'S facilities.
2. It is understood the ORGANIZATION is using the above-described facilities solely for the purposes herein set forth. ORGANIZATION assumes absolute responsibility and sole liability for the acts and actions of ORGANIZATION'S program participants and spectators during the use of said facilities at the time scheduled.

ORGANIZATION shall pay \$ 20 per hour per field, for usage of the Park also for fundraising even.

4. ORGANIZATION shall obtain a general liability insurance policy having limits of no less than \$1,000,000.00 to any claimant for all claims arising out of a single accident or occurrence, \$300,000.00 for any number of claims arising out of a single accident or occurrence and \$25,000.00 property damage to any single claimant arising out of a single accident or occurrence. Such insurance policy shall carry an endorsement showing the COUNTY as co-insured. Such agrees to give the COUNTY at least fifteen (15) days prior notice in the event of cancellation or material alteration of the provision of ORGANIZATION'S insurance coverage. Until such insurance policies or certificates thereof having been approved by PARKS, this agreement shall be without force or effect. In the event of cancellation or termination of any of the insurance policies or certificates herein required, this agreement shall immediately become null and void.
5. ORGANIZATION further agrees that each program participant of ORGANIZATION, along with each of such participants, parents or legal guardians, shall execute a release of liability, in form acceptable to PARKS, which shall exonerate Tulsa County and the Board of County Commissioners, their agents and employees of Tulsa County from any and all liability as a result of injury to such participants associated with the use of County's facilities. This includes any participants joining the program of ORGANIZATION after the commencement of the program. This release shall be delivered to Tulsa County Parks no later than one week prior to beginning of trials, training, workouts, practices and/or events.
6. ORGANIZATION shall not sublet any Tulsa County Parks space, nor assign, hypothecate or mortgage this agreement or any of the right hereunder. Refer inquiries of usage to the Tulsa County Parks.

7. ORGANIZATION shall be responsible for all security at the premises during the events.
8. PARKS reserves the right to cancel, with or without cause, this Agreement upon 10 days written notice, to be effective upon mailing to ORGANIZATION at the address herein provided by ORGANIZATION. This right to cancel on behalf of Tulsa County Parks includes, but is not limited to, ORGANIZATION'S violation of any rules of conduct duly adopted for use of County facilities, which rules are attached hereto and made a part hereof, as terms and conditions of ORGANIZATION'S use pursuant to this Agreement.

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.

Tulsa County

By: _____ Date: _____
BOCC Chairperson

Organization: DBG/Scared Up Software Address: 10165 E 32nd St Apt G

Print Name: Emily Wright City, State and zip code: Tulsa OK 74146

Signature: [Signature] Telephone: 918-779-9896

E-mail: emilywright1388@gmail.com

Attest:

Tulsa County Clerk

Approved as to form:

[Signature] 6-25-19
Asst. District Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2019

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).

PRODUCER
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Dept
PHONE (A/C, No. Ext): 800-622-7370 | **FAX (A/C, No):** 803-258-4017
E-MAIL ADDRESS: soda@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
D/B/A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION
EMILY WRIGHT/ KNOCKING OUT LYMPHOMA
10155 E 32nd st
apt g
Tulsa, OK 74146
Club #: 55144

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: NATIONAL CASUALTY COMPANY

INSURER B:

INSURER C:

INSURER D:

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		KRO0000007734200	12:01AM ET 06/01/2019	12:01AM ET 07/28/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE NONE PRODUCTS- COMP/ OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			n/a	n/a	n/a	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> SEXUAL ABUSE / MOLESTATION			n/a	n/a	n/a	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/a	n/a	n/a	EACH OCCURRENCE n/a AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			n/a	n/a	n/a	EXCESS MEDICAL not covered AD&D not covered

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy, if included above, is part of the ERS Risk Purchasing Group Association, Inc.

RE: COVERED Tournament(s) - Adult - General Liability

Softball - # of teams: <25 - Date 1: 06/01/2019 - Date 2: 06/29/2019 - Date 3: 07/13/2019 - Rain Date: 07/27/2019

(Adult Tournament General Liability Only: \$2,000,000 Each Occurrence; \$500,000 Legal Liability to Participants; Waiver/ Release Required)

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER

RELATIONSHIP:
Property Owner/ Lessor

TULSA BOARD OF COUNTY COMMISSIONER
500 South Denver Ave W
TULSA, OK 74103

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 (company A)

Scott Pemberton

AUTHORIZED REPRESENTATIVE (company B)

John S. Smith

Coverage is only extended to U.S. events and activities

NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ENDORSEMENT NO. 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRO0000007734200	05/14/2019	EMILY WRIGHT/ KNOCKING OUT LYMPHOMA	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

- ☒ Owners and/ or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
- a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
 - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;
 - c. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

- ☒ Sponsors
☒ Co- Promoters
☒ Any individual person(s) or organization(s) listed below
COACHES, OFFICIALS AND VOLUNTEERS
WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES
FOR THE INSURED.

KR- GL-56 (4-07)

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director



TO: Board of County Commissioners

SUBJECT: User Agreement-Emily Wright

Submitted for your approval and execution is the attached User Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Emily Wright for Knocking Out Lymphoma fundraising event located at the Haikey Creek Softball Fields, Fields 1, 2 and 3 set for date of July 27, 2019.

Respectfully submitted for your approval and execution.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



USER AGREEMENT

THIS AGREEMENT is made and entered into by and between TULSA COUNTY PARKS, hereinafter to as "PARKS" and Emily Wright hereinafter referred to as "ORGANIZATION".

The term of this agreement shall be from the 27 day of July 2019 to 27 day of July, 2019.
This agreement includes three weeks of extra play time in case any games are rained out.

ORGANIZATION shall have the right of use of the following facilities during the times and on the dates specified.

FACILITY	DAYS	TIME
<u>HCP Softball Fields</u> <u>1, 2 & 3</u>	<u>Sat</u>	<u>8AM-7PM</u> <u>could vary based on</u> <u># of teams entered</u>

1. ORGANIZATION may charge admissions for events and entry fees for classes and tournaments. All income derived from such admission fees and entry fees shall be utilized solely to defray ORGANIZATION'S expenses. ORGANIZATION shall render a written financial report to the Parks Division of Tulsa County at the end of the contract period, disclosing all income and disbursements related to ORGANIZATION'S use of COUNTY'S facilities.
2. It is understood the ORGANIZATION is using the above-described facilities solely for the purposes herein set forth. ORGANIZATION assumes absolute responsibility and sole liability for the acts and actions of ORGANIZATION'S program participants and spectators during the use of said facilities at the time scheduled.
3. ORGANIZATION shall pay \$ 20 per hour per field, for usage of the Park area for fundraising event.
4. ORGANIZATION shall obtain a general liability insurance policy having limits of no less than \$1,000,000.00 to any claimant for all claims arising out of a single accident or occurrence, \$300,000.00 for any number of claims arising out of a single accident or occurrence and \$25,000.00 property damage to any single claimant arising out of a single accident or occurrence. Such insurance policy shall carry an endorsement showing the COUNTY as co-insured. Such agrees to give the COUNTY at least fifteen (15) days prior notice in the event of cancellation or material alteration of the provision of ORGANIZATION'S insurance coverage. Until such insurance policies or certificates thereof having been approved by PARKS, this agreement shall be without force or effect. In the event of cancellation or termination of any of the insurance policies or certificates herein required, this agreement shall immediately become null and void.
5. ORGANIZATION further agrees that each program participant of ORGANIZATION, along with each of such participants, parents or legal guardians, shall execute a release of liability, in form acceptable to PARKS, which shall exonerate Tulsa County and the Board of County Commissioners, their agents and employees of Tulsa County from any and all liability as a result of injury to such participants associated with the use of County's facilities. This includes any participants joining the program of ORGANIZATION after the commencement of the program. This release shall be delivered to Tulsa County Parks no later than one week prior to beginning of trials, training, workouts, practices and/or events.
6. ORGANIZATION shall not sublet any Tulsa County Parks space, nor assign, hypothecate or mortgage this agreement or any of the right hereunder. Refer inquiries of usage to the Tulsa County Parks.

7. ORGANIZATION shall be responsible for all security at the premises during the events.
8. PARKS reserves the right to cancel, with or without cause, this Agreement upon 10 days written notice, to be effective upon mailing to ORGANIZATION at the address herein provided by ORGANIZATION. This right to cancel on behalf of Tulsa County Parks includes, but is not limited to, ORGANIZATION'S violation of any rules of conduct duly adopted for use of County facilities, which rules are attached hereto and made a part hereof, as terms and conditions of ORGANIZATION'S use pursuant to this Agreement.

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.

Tulsa County

By: _____ Date: _____
BOCC Chairperson

Organization: DBG/Scared Up Softball Address: 10165 E 32nd St Apt G
Print Name: Emily Wright City, State and zip code: Tulsa OK 74146
Signature: [Signature] Telephone: 918-779-9896
E-mail: emilywright1388@gmail.com

Attest

Tulsa County Clerk

Approved as to form:

Nolan M. Fields 6-25-19
Asst. District Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2019

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).

PRODUCER
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Dept
PHONE (A/C, No. Ext): 800-622-7370 | FAX (A/C, No): 803-258-4017
E-MAIL ADDRESS: soda@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
DI/B/ A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION
EMILY WRIGHT/ KNOCKING OUT LYMPHOMA
10165 E 32nd st
apt g
Tulsa, OK 74146
Club #: 65144

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: NATIONAL CASUALTY COMPANY		
INSURER B:		
INSURER C:		
INSURER D:		

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.

INSD LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		KRO0000007734200	12:01AM ET 06/01/2019	12:01AM ET 07/28/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE NONE PRODUCTS-COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			n/a	n/a	n/a	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> SEXUAL ABUSE / MOLESTATION			n/a	n/a	n/a	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/a	n/a	n/a	EACH OCCURRENCE n/a AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> Y/ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			n/a	n/a	n/a	EXCESS MEDICAL not covered AD&D not covered

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy, if included above, is part of the ERS Risk Purchasing Group Association, Inc.

RE: COVERED Tournament(s) - Adult - General Liability

Softball - # of teams: <25 - Date 1: 06/01/2019 - Date 2: 06/29/2019 - Date 3: 07/13/2019 - Rein Date: 07/27/2019

(Adult Tournament General Liability Only: \$2,000,000 Each Occurrence; \$500,000 Legal Liability to Participants; Waiver/ Release Required)

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER

RELATIONSHIP:
Property Owner/ Lessor

TULSA BOARD OF COUNTY COMMISSIONER
500 South Denver Ave W
TULSA, OK 74103

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 (company A)

Scott Anderson

AUTHORIZED REPRESENTATIVE (company B)

John S. Smith

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRO0000007734200	05/14/2019	EMILY WRIGHT/ KNOCKING OUT LYMPHOMA	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

- ☒ Owners and/ or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
- a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
 - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;
 - c. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

- ☒ Sponsors
☒ Co- Promoters
☒ Any individual person(s) or organization(s) listed below
COACHES, OFFICIALS AND VOLUNTEERS
WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES
FOR THE INSURED.

KR- GL-56 (4-07)

TULSA COUNTY

PURCHASING
DEPARTMENT

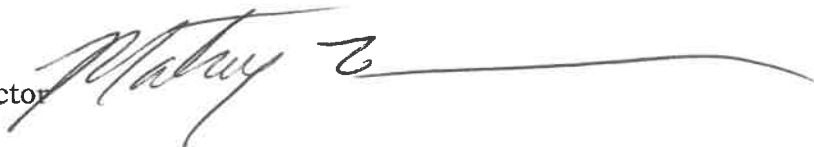
MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director

TO: Board of County Commissioners

SUBJECT: User Agreement-Emily Wright



Submitted for your approval and execution is the attached User Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Emily Wright for Knocking Out Lymphoma fundraising event located at the Haikey Creek Softball Fields, Fields 1, 2 and 3 set dated June 1, 2019.

Respectfully submitted for your approval and execution.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



USER AGREEMENT

THIS AGREEMENT is made and entered into by and between TULSA COUNTY PARKS, hereinafter to as "PARKS" and Emily Wright hereinafter referred to as "ORGANIZATION".

The term of this agreement shall be from the 1 day of June, 2019 to 1 day of June, 2019.
This agreement includes three weeks of extra play time in case any games are rained out.

ORGANIZATION shall have the right of use of the following facilities during the times and on the dates specified.

FACILITY	DAYS	TIME
<u>HCP Softball Fields</u> <u>1, 2 & 3</u>	<u>Sat</u>	<u>8AM-7PM</u> <u>could vary based on</u> <u># of teams entered</u>

1. ORGANIZATION may charge admissions for events and entry fees for classes and tournaments. All income derived from such admission fees and entry fees shall be utilized solely to defray ORGANIZATION'S expenses. ORGANIZATION shall render a written financial report to the Parks Division of Tulsa County at the end of the contract period, disclosing all income and disbursements related to ORGANIZATION'S use of COUNTY'S facilities.
2. It is understood the ORGANIZATION is using the above-described facilities solely for the purposes herein set forth. ORGANIZATION assumes absolute responsibility and sole liability for the acts and actions of ORGANIZATION'S program participants and spectators during the use of said facilities at the time scheduled.
3. ORGANIZATION shall pay \$ 20 per hour per field, for usage of the Park area to: fundraising ever.
4. ORGANIZATION shall obtain a general liability insurance policy having limits of no less than \$1,000,000.00 to any claimant for all claims arising out of a single accident or occurrence, \$300,000.00 for any number of claims arising out of a single accident or occurrence and \$25,000.00 property damage to any single claimant arising out of a single accident or occurrence. Such insurance policy shall carry an endorsement showing the COUNTY as co-insured. Such agrees to give the COUNTY at least fifteen (15) days prior notice in the event of cancellation or material alteration of the provision of ORGANIZATION'S insurance coverage. Until such insurance policies or certificates thereof having been approved by PARKS, this agreement shall be without force or effect. In the event of cancellation or termination of any of the insurance policies or certificates herein required, this agreement shall immediately become null and void.
5. ORGANIZATION further agrees that each program participant of ORGANIZATION, along with each of such participants, parents or legal guardians, shall execute a release of liability, in form acceptable to PARKS, which shall exonerate Tulsa County and the Board of County Commissioners, their agents and employees of Tulsa County from any and all liability as a result of injury to such participants associated with the use of County's facilities. This includes any participants joining the program of ORGANIZATION after the commencement of the program. This release shall be delivered to Tulsa County Parks no later than one week prior to beginning of trials, training, workouts, practices and/or events.
6. ORGANIZATION shall not sublet any Tulsa County Parks space, nor assign, hypothecate or mortgage this agreement or any of the right hereunder. Refer inquiries of usage to the Tulsa County Parks.

7. ORGANIZATION shall be responsible for all security at the premises during the events.
8. PARKS reserves the right to cancel, with or without cause, this Agreement upon 10 days written notice, to be effective upon mailing to ORGANIZATION at the address herein provided by ORGANIZATION. This right to cancel on behalf of Tulsa County Parks includes, but is not limited to, ORGANIZATION'S violation of any rules of conduct duly adopted for use of County facilities, which rules are attached hereto and made a part hereof, as terms and conditions of ORGANIZATION'S use pursuant to this Agreement.

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.

Tulsa County

By: _____ Date: _____
BOCC Chairperson

Organization: DB6/Scrued UP Softball Address: 10165 E 32nd St Apt C
Print Name: Emily Wright City, State and zip code: Tulsa OK 74146
Signature: [Signature] Telephone: 918-779-9896
E-mail: emilywright1388@gmail.com

Attest:

Tulsa County Clerk

Approved as to form:

[Signature] 6-25-19
Assl. District Attorney



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/ DD/ YYYY)
 05/14/2019

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).

PRODUCER
 SADLER & COMPANY, INC.
 P.O. BOX 5886
 COLUMBIA, SOUTH CAROLINA 29250-5886

CONTACT NAME: Sports Dept
PHONE (A/ C, No. Ext): 800-622-7370 | **FAX (A/ C, No):** 803-256-4017
E-MAIL ADDRESS: soda@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
 D/B/A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION
 EMILY WRIGHT/ KNOCKING OUT LYMPHOMA
 10165 E 32nd st
 apt g
 Tulsa, OK 74146
 Club #: 55144

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NATIONAL CASUALTY COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	

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.

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/ DD/ YYYY)	POLICY EXP (MM/ DD/ YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		KRO0000007734200	12:01AM ET 06/01/2019	12:01AM ET 07/28/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE NONE PRODUCTS- COMPI OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON- OWNED AUTOS			n/ a	n/ a	n/ a	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> SEXUAL ABUSE / MOLESTATION			n/ a	n/ a	n/ a	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/ a	n/ a	n/ a	EACH OCCURRENCE n/ a AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			n/ a	n/ a	n/ a	EXCESS MEDICAL not covered AD&D not covered

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy, if included above, is part of the ERS Risk Purchasing Group Association, Inc.

RE: COVERED Tournament(s) - Adult - General Liability

Softball - # of teams: <25 - Date 1: 06/01/2019 - Date 2: 06/29/2019 - Date 3: 07/13/2019 - Rain Date: 07/27/2019

(Adult Tournament General Liability Only: \$2,000,000 Each Occurrence; \$500,000 Legal Liability to Participants; Waiver/ Release Required)

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER

RELATIONSHIP:
 Property Owner/ Lessor

TULSA BOARD OF COUNTY COMMISSIONER
 500 South Denver Ave W
 TULSA, OK 74103

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 (company A)

Scott Finkbeiner

AUTHORIZED REPRESENTATIVE (company B)

John S. Smith

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 26 (2014/01)

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Sadler Sports: SODA

**SODA Amateur Sports Membership Insurance Program
Verification of Coverage**

Application Receipt Date / Time: 05/14/2019 04:08:21 PM - entered by Customer

I. GENERAL INFORMATION

Application Status: Sold
Specific Legal Name of Sports Organization: EMILY WRIGHT/ KNOCKING OUT LYMPHOMA
TAM Code:
SODA Club ID: 55144
Contact's Name: EMILY A WRIGHT
Primary Mailing Address: 10165 E 32nd st
Address 2: apt g
City: Tulsa
State: OK
Postal / Zip Code: 74146
Primary Phone: (918) 779-9896
Secondary Phone: (918) 779-9896
Fax:
Email Address: EMILYWRIGHT1388@GMAIL.COM
Alternate Contact Name: JOSHUA WRIGHT
Alternate Phone: (918) 779-9896
Alternate Email: EMILYWRIGHT1388@GMAIL.COM
How did you find out about SODA: Already doing business with SODA
Why Renew: email
Do your Facility Owners Require a Certificate Of Insurance? Yes
Organization Affiliation: no_affiliation

TOTAL: \$283.62

III. GENERAL LIABILITY INSURANCE

Policy Number KRO0000007734200
Excess Policy Number n/ a
Effective Date 12:01AM ET 06/01/2019
Expiration Date 12:01AM ET 07/28/2019

COVERAGE EFFECTIVE DATE: Coverage starts January 1, 2019 or the date on which this electronic Form and premium payment are received by Sadler & Company, Inc., whichever is later, and contains as outlined under the Accident Plan Description but in no event later than December 31, 2019.

Coverage Type	General Liability
Limits	(Adult Tournament General Liability Only: \$2,000,000 Each Occurrence, \$500,000 Legal Liability to Participants; Waiver/ Release Required)

Coverage Information

Sports Organization: Tournament(s) - Adult

LIST OF PREVIOUSLY ADDED TOURNAMENTS

Softball - # of teams: <25

Date 1: 06/01/2019 - Date 2: 06/29/2019 - Date 3: 07/13/2019 - Rain Date: 07/27/2019

Action

IV. CERTIFICATES OF INSURANCE

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

LIST OF PREVIOUSLY ADDED FACILITY OWNERS AND SPONSORS	Action
TULSA BOARD OF COUNTY COMMISSIONER - Property Owner/ Lessor (endorsements: KRGL56) 500 South Denver Ave W - - TULSA, OK 74103 approval status: Approved	-

V. POLICY PERIOD CHANGES

This enrollment provided the option for the organization to select General Liability, Excess Accident, Directors & Officers, Crime and Equipment. However, Sadler offers other types of insurance policies that are not available on this online enrollment such as Workers' Compensation, Excess Liability, Property (building and contents), Event Cancellation, Cyber Risk, Business Auto, Professional Liability, etc. If you are interested in a quote for these other types of policies, you will need to inform Sadler in writing, sport3@sadlersports.com.

Sadler & Company, Inc. * P.O. Box 5886 * Columbia, SC 29250-5886
Phone: 1-800-622-7370 * Fax: (803) 256-4017 * Email: soda@sadlersports.com

ENDORSEMENT NO. 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRO000007734200	05/14/2019	EMILY WRIGHT/ KNOCKING OUT LYMPHOMA	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

☒ Owners and/ or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

- a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
- b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;
- c. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

☒ Sponsors

☒ Co- Promoters

☒ Any individual person(s) or organization(s) listed below
COACHES, OFFICIALS AND VOLUNTEERS
WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES
FOR THE INSURED.

KR- GL-56 (4-07)

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director 

TO: Board of County Commissioners

SUBJECT: User Agreement-Emily Wright

Submitted for your approval and execution is the attached User Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Emily Wright for Knocking Out Lymphoma fundraising event located at the Haikey Creek Softball Fields, Fields 1, 2 and 3 set dated June 29 2019.

Respectfully submitted for your approval and execution.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



USER AGREEMENT

THIS AGREEMENT is made and entered into by and between TULSA COUNTY PARKS, hereinafter to as "PARKS" and Emily Wright hereinafter referred to as "ORGANIZATION".

The term of this agreement shall be from the 29 day of June, 2019 to 29 day of June, 2019.
This agreement includes three weeks of extra play time in case any games are rained out.

ORGANIZATION shall have the right of use of the following facilities during the times and on the dates specified.

FACILITY	DAYS	TIME
<u>HCP Softball Fields</u> <u>1, 2 & 3</u>	<u>Sat</u>	<u>8AM-7PM</u> <u>could vary based on</u> <u># of teams entered</u>

1. ORGANIZATION may charge admissions for events and entry fees for classes and tournaments. All income derived from such admission fees and entry fees shall be utilized solely to defray ORGANIZATION'S expenses. ORGANIZATION shall render a written financial report to the Parks Division of Tulsa County at the end of the contract period, disclosing all income and disbursements related to ORGANIZATION'S use of COUNTY'S facilities.
2. It is understood the ORGANIZATION is using the above-described facilities solely for the purposes herein set forth. ORGANIZATION assumes absolute responsibility and sole liability for the acts and actions of ORGANIZATION'S program participants and spectators during the use of said facilities at the time scheduled.

ORGANIZATION shall pay \$ 20 per hour per field, for usage of the Park area for Fundraising event.

4. ORGANIZATION shall obtain a general liability insurance policy having limits of no less than \$1,000,000.00 to any claimant for all claims arising out of a single accident or occurrence, \$300,000.00 for any number of claims arising out of a single accident or occurrence and \$25,000.00 property damage to any single claimant arising out of a single accident or occurrence. Such insurance policy shall carry an endorsement showing the COUNTY as co-insured. Such agrees to give the COUNTY at least fifteen (15) days prior notice in the event of cancellation or material alteration of the provision of ORGANIZATION'S insurance coverage. Until such insurance policies or certificates thereof having been approved by PARKS, this agreement shall be without force or effect. In the event of cancellation or termination of any of the insurance policies or certificates herein required, this agreement shall immediately become null and void.
5. ORGANIZATION further agrees that each program participant of ORGANIZATION, along with each of such participants, parents or legal guardians, shall execute a release of liability, in form acceptable to PARKS, which shall exonerate Tulsa County and the Board of County Commissioners, their agents and employees of Tulsa County from any and all liability as a result of injury to such participants associated with the use of County's facilities. This includes any participants joining the program of ORGANIZATION after the commencement of the program. This release shall be delivered to Tulsa County Parks no later than one week prior to beginning of trials, training, workouts, practices and/or events.
6. ORGANIZATION shall not sublet any Tulsa County Parks space, nor assign, hypothecate or mortgage this agreement or any of the right hereunder. Refer inquiries of usage to the Tulsa County Parks.

7. ORGANIZATION shall be responsible for all security at the premises during the events.
8. PARKS reserves the right to cancel, with or without cause, this Agreement upon 10 days written notice, to be effective upon mailing to ORGANIZATION at the address herein provided by ORGANIZATION. This right to cancel on behalf of Tulsa County Parks includes, but is not limited to, ORGANIZATION'S violation of any rules of conduct duly adopted for use of County facilities, which rules are attached hereto and made a part hereof, as terms and conditions of ORGANIZATION'S use pursuant to this Agreement.

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.

Tulsa County

By: _____ Date: _____
BOCC Chairperson

Organization: DBG/Seaweed Up Softball Address: 10165 E 32nd St Apt C

Print Name: Emily Wright City, State and zip code: Tulsa OK 74146

Signature: [Signature] Telephone: 918-779-9896

E-mail: emilywright1388@gmail.com

Attest:

Tulsa County Clerk

Approved as to form:

[Signature] 6-25-19
Asst. District Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2019

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).

PRODUCER
SADLER & COMPANY, INC.
P.O. BOX 5886
COLUMBIA, SOUTH CAROLINA 29250-5886

CONTACT NAME: Sports Dept
PHONE (A/C, No. Ext): 800-822-7370 | **FAX (A/C, No):** 803-256-4017
E-MAIL ADDRESS: soda@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
D/B/A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION
EMILY WRIGHT/ KNOCKING OUT LYMPHOMA
10165 E 32nd st
apt g
Tulsa, OK 74146
Club #: 55144

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: NATIONAL CASUALTY COMPANY
INSURER B:
INSURER C:
INSURER D:

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.

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		KRO0000007734200	12:01AM ET 06/01/2019	12:01AM ET 07/28/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE NONE PRODUCTS- COMPY OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON- OWNED AUTOS			n/a	n/a	n/a	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> SEXUAL ABUSE / MOLESTATION			n/a	n/a	n/a	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/a	n/a	n/a	EACH OCCURRENCE n/a AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			n/a	n/a	n/a	EXCESS MEDICAL not covered AD&D not covered

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy, if included above, is part of the ERS Risk Purchasing Group Association, Inc.

RE: COVERED Tournament(s) - Adult - General Liability

Softball - # of teams: <25 - Date 1: 06/01/2019 - Date 2: 06/29/2019 - Date 3: 07/13/2019 - Rain Date: 07/27/2019

(Adult Tournament General Liability Only: \$2,000,000 Each Occurrence; \$500,000 Legal Liability to Participants; Waiver/ Release Required)
The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER**CANCELLATION**

RELATIONSHIP:
Property Owner/ Lessor

TULSA BOARD OF COUNTY COMMISSIONER
500 South Denver Ave W
TULSA, OK 74103

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 (company A)

Scott Sanford

AUTHORIZED REPRESENTATIVE (company B)

Justin Sandberg

Coverage is only extended to U.S. events and activities

NOTICE TO TEXAS INSUREDS: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRO0000007734200	05/14/2019	EMILY WRIGHT/ KNOCKING OUT LYMPHOMA	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

- ☒ Owners and/ or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
- a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
 - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;
 - c. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

- ☒ Sponsors
☒ Co- Promoters
☒ Any individual person(s) or organization(s) listed below
COACHES, OFFICIALS AND VOLUNTEERS
WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES
FOR THE INSURED.

KR- GL-56 (4-07)

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Eudomar Rivera

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Eudomar Rivera for karate classes at LaFortune Park during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the _____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Eudonay Rivera, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Karate program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019, and will meet thereafter _____ number of times, with the termination date of this agreement being June 30 2020.
- 2.. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or 20 % of the paid enrollment fee(s) charges for the class or activity.
- b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): _____ or 20 % of the paid enrollment fee(s) for the class or activity.

3. **PAYMENT TO COUNTY:**

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. **SPECIFIC DETAILS:**

- a. Type of service/instruction: Karate Do
- b. Name of class or activity: Karate class
- c. Day(s)/Date(s) Scheduled: Tuesday, Wednesday - Saturdays
- d. Time Scheduled: 5:00 to 6:00 PM / 5:00 to 6:00 PM / 1:00 to 3:00 PM
- e. Location: LaFortune
- f. A minimum of _____ and a maximum of _____ paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

- 5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
- 6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
- 7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
- 8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.
- 9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
- 10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.

Waived: _____

Signature: Director of Parks/ Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with _____ day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Cherise Lewallen . Phone Number: 918-496-6221

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: EUDOMAR RIVERA

INSTRUCTOR'S address: 2101 E. OMAHA ST #1013 74012

INSTRUCTOR'S Phone No: 918-408-2980

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

SIGNATURE

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

INSTRUCTOR

SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

Nathan M. Fields 6-25-19
**APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY**

DATE (MM/DD/YYYY)
04/15/2019

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).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: Rafael Espitia Jasso	
	PHONE (A/C, NO, EXT): 918-627-3855	FAX (A/C, NO):
	E-MAIL ADDRESS: rafael1.tsotelo@farmersagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Eudomar Rivera 2101 E Omaha St Apt #1013 Broken Arrow, Ok 74012	INSURER A: Hiscox Insurance Company Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			UDC-4131653-CGL-19	04/15/2019	04/15/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>				BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
							\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Personal Liability			UDC-4131653-EO-19	04/15/2019	04/15/2020	Each Claim Aggregate	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Karate instructor. It is understood and agreed that the following entity is added as an additional insured but only with respect(s) to the operations of the named insured except that liability resulting from the additional insured's sole negligence.

CERTIFICATE HOLDER BOCC 500 DENVER AVE TULSA OK 74103	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 <u>Rafael Espina Jasso</u> <i>Rafael Jasso</i>
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TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director

TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Ginny Sain

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Ginny Sain for homeschool theater classes at LaFortune Park during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the ____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Ginny Sain - Hecksberg Theatre an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Theatre program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019 and will meet thereafter ____ number of times, with the termination date of this agreement being June 30 2020.
2. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or 20 % of the paid enrollment fee(s) charges for the class or activity.
b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): _____ or 20 % of the paid enrollment fee(s) for the class or activity.

3. PAYMENT TO COUNTY:

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. **SPECIFIC DETAILS:**

- a. Type of service/instruction: Theatre Class
- b. Name of class or activity: Horseshall Theatre
- c. Day(s)/Date(s) Scheduled: Thursdays (Fall/Spring)
- d. Time Scheduled: 10:15 - 11:15
- e. Location: LaFayette
- f. A minimum of 48 and a maximum of 20 paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.
- Waived: _____

Signature: Director of Parks/ Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with ____ day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Cherree Lewallen . Phone Number: 918-496-6221

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Ginny Sain
INSTRUCTOR'S address: 3863 S. 88th East Ave Tulsa, OK 74145
INSTRUCTOR'S Phone No: 918-226-9278

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

SIGNATURE

INSTRUCTOR

SIGNATURE

BOARD OF COUNTY COMMISSIONERS

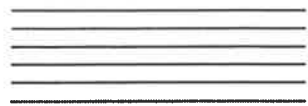
SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

Nathan M. Fildes 6-25-91
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Guy R. Lozier

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Guy R. Lozier for painting classes at the Bixby Community Center during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Independent Instructor Agreement

For Recreational Classes/Activities

This Agreement is made as of the _____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Guy R. Lozier, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) painting program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019 and will meet thereafter _____ number of times, with the termination date of this agreement being June 30, 2020.
- 2.. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or _____ % of the paid enrollment fee(s) charges for the class or activity.
- b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): \$18/class or _____ % of the paid enrollment fee(s) for the class or activity. + supplies

3. **PAYMENT TO COUNTY:**

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. **SPECIFIC DETAILS:**

- a. Type of service/instruction: Art.
- b. Name of class or activity: oil painting.
- c. Day(s)/Date(s) Scheduled: Thursdays.
- d. Time Scheduled: 9:30-12:30, 3-5pm, 5:30-8:30pm.
- e. Location: Bixby Community Center.
- f. A minimum of 2 and a maximum of 12 paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

- 5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
- 6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
- 7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
- 8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.
- 9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
- 10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.
Waived: _____

Signature: Richard Bales
Director of Parks/ Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with 30 day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Celia Wetherill

Phone Number: 918-366-4841

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Guy R Lozier

INSTRUCTOR'S address: 7435 E 83rd Pl Tulsa 74133

INSTRUCTOR'S Phone No: 918 704 2888

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

SIGNATURE

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

INSTRUCTOR

SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

Nolan M. Fields 6-25-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Jeni Teagarden

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Jeni Teagarden for Team USA self-defense classes at LaFortune Park during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the _____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Jeni Teagarden, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Team USA program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019 and will meet thereafter _____ number of times, with the termination date of this agreement being June 30, 2020.
2. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or 20 % of the paid enrollment fee(s) charges for the class or activity.
b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): _____ or 20 % of the paid enrollment fee(s) for the class or activity.

3. **PAYMENT TO COUNTY:**

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. **SPECIFIC DETAILS:**

- a. Type of service/instruction: SELF-DEFENSE.
- b. Name of class or activity: TEAM USA.
- c. Day(s)/Date(s) Scheduled: SATURDAYS.
- d. Time Scheduled: 11:30-1:00.
- e. Location: LA FORTUNE.
- f. A minimum of _____ and a maximum of _____ paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

- 5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
- 6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
- 7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
- 8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.
- 9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
- 10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.
Waived: _____.

Signature: Director of Parks/ Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with _____ day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Cherrie Lewallen . Phone Number: 918-496 6221

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: JENNIFER TEEGARDEN

INSTRUCTOR'S address: 1611 S. UTICA AVE #128, TULSA 74104

INSTRUCTOR'S Phone No: 918-361-6039

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

SIGNATURE

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

INSTRUCTOR

SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

Nolan M. Fildes 6-25-91
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2019

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).

PRODUCER Neely Insurance Agency, Inc. P.O. Box 428 Claremore INSURED Jennifer Teegarden Team USA Athletics 1611 South Utica Avenue, # 128 Tulsa		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 17370
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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.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NN842139-01	10/04/2018	10/04/2019	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					PRODUCTS - COMP/OP AGG \$ Included
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A				COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						EACH OCCURRENCE \$
						AGGREGATE \$
						PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cheerleading, Self Defense & Soccer Instruction

CERTIFICATE HOLDER**CANCELLATION**Tulsa County Board of Commissioners
500 S. Denver

OK

741 Tulsa

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

TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Joe Spring

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Joe Spring for martial arts and boxing at the Bixby Community Center during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.

2019/2020



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the ____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Joe Spring, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) martial arts & boxing program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019 and will meet thereafter _____ number of times, with the termination date of this agreement being June 30, 2020.
2. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or _____ % of the paid enrollment fee(s) charges for the class or activity.
- b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): \$35/month or _____ % of the paid enrollment fee(s) for the class or activity.

3. **PAYMENT TO COUNTY:**

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. **SPECIFIC DETAILS:**

- a. Type of service/instruction: Martial Arts.
- b. Name of class or activity: Boxing, Karate, Kick Boxing
- c. Day(s)/Date(s) Scheduled: M, W, TH.
- d. Time Scheduled: 6:30- 9pm.
- e. Location: Bixby Community Center.
- f. A minimum of 2 and a maximum of 14 paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.
9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.
- Waived: _____.

Signature: Director of Parks/ Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with _____ day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Celia Wetherill . Phone Number: 918-366-4841 .

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Joseph S Spring .

INSTRUCTOR'S address: 14826 S Shadard .

INSTRUCTOR'S Phone No: 918-370-4815 .

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

SIGNATURE

INSTRUCTOR

TULSA COUNTY CLERK

SIGNATURE

SIGNATURE

Dolan M. Fildes 6-25-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2019

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).

PRODUCER Foy Specialty Insurance Agency Inc or Foy Insurance Group Inc PO Box 1030 Exeter NH 03833		CONTACT NAME: E Sports PHONE (A/C No. Ext.): (603) 772-4781 FAX (A/C No.): (603) 772-3246 E-MAIL ADDRESS: Sports@foyinsurance.com	
INSURED The Bixby Wild Bunch & Joe Spring 211 N Cabaniss Bixby OK 74088		INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Insurance Co INSURER B: National Union Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** Master GL**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 WAC	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		5075-3068-00	5/16/2019	5/16/2020	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ Excluded
	AUTOMOBILE LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
	ANY AUTO						GENERAL AGGREGATE \$ 3,000,000
	ALL OWNED AUTOS						PRODUCTS - COMPROP AGG \$ 1,000,000
	HIRED AUTOS						
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						COMBINED SINGLE LIMIT (Ea accident) \$
	EXCESS LIAB						BODILY INJURY (Per person) \$
	DED						BODILY INJURY (Per accident) \$
	RETENTION \$						PROPERTY DAMAGE (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						
B	Sports Accident			BSR2446714-00	5/16/2019	5/16/2020	E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Any Person or Organization including Certificate Holder is additional insured if written signed contract, agreement, or permit to such exists prior to loss subject to form indicated above in General Liability section.

CERTIFICATE HOLDER**CANCELLATION**

cwetherill@tulsacounty.org

Tulsa Board of County Commissioners
500 S Denver Ave
Tulsa, OK 74103

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

Michael Foy/EKATRI

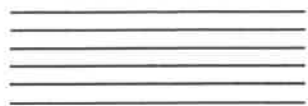
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TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Joyce Gossom

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Joyce Gossom for Tai Chi classes at LaFortune Park during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the ____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Joyce Gosson, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Tai Chi program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019 and will meet thereafter 1 number of times, with the termination date of this agreement being June 30 2020.

2. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or 20 % of the paid enrollment fee(s) charges for the class or activity.

b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): 5 or 20 % of the paid enrollment fee(s) for the class or activity. per class

3. **PAYMENT TO COUNTY:**

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. SPECIFIC DETAILS:

- a. Type of service/instruction: TAI CHI
- b. Name of class or activity: TAI CHI
- c. Day(s)/Date(s) Scheduled: SATURDAYS
- d. Time Scheduled: 10a
- e. Location: LA FORTUNE
- f. A minimum of 1 and a maximum of 10 paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

- 5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
- 6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
- 7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
- 8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.
- 9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
- 10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.
Waived: Richard Bales

Signature: Richard Bales
Director of Parks/ Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with _____ day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Cherrie Lewallen . Phone Number: 918-496-6221

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Joyce Gosson

INSTRUCTOR'S address: 9355 S 67 E Ave Tulsa OK 74133

INSTRUCTOR'S Phone No: 918-850-5406

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

Richard Bales
SIGNATURE

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

INSTRUCTOR

Joyce Gosson
SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

Nelson M. Fildes 6-25-11
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Laura Heaver

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Laura Heaver for clogging classes at LaFortune Park during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the _____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Laura Weaver, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Clipping program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019 and will meet thereafter weekly number of times, with the termination date of this agreement being June 30, 2020.

2.. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or 20 % of the paid enrollment fee(s) charges for the class or activity.

b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): _____ or 20 % of the paid enrollment fee(s) for the class or activity.

3. **PAYMENT TO COUNTY:**

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. SPECIFIC DETAILS:

- a. Type of service/instruction: clogging.
- b. Name of class or activity: clogging class.
- c. Day(s)/Date(s) Scheduled: Mondays ea. week.
- d. Time Scheduled: 6:00 to 8:00 pm.
- e. Location: 5202 S. Hudson.
- f. A minimum of _____ and a maximum of _____ paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

- 5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
 - 6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
 - 7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
 - 8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.
 - 9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
 - 10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.
- Waived: _____

Signature: Director of Parks Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with _____ day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Cherise Lewallen . Phone Number: 918-496-6221

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: LAURA HEAVER

INSTRUCTOR'S address: 2706 S. 98 E. Ave.

INSTRUCTOR'S Phone No: 918-619-5060

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

BOARD OF COUNTY COMMISSIONERS

Richard Parks
SIGNATURE

SIGNATURE

INSTRUCTOR

TULSA COUNTY CLERK

Laura Heaver
SIGNATURE

SIGNATURE

Nolan M. Fields 6-25-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

To: Christine Jourdain

Subject: Waver Dettor

This is a letter to waive insurance
for the Quetta Creek Cloggers' class based
on "low risk"

Period of time: for the next fiscal
year which begins
July 1, 2019.

Journal Waver
Laura Heaver

Date 6-17-19

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Laura Teal

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Laura Teal for Tippi Toes dance classes at the Bixby Community Center during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.

2019/2020

Bixby



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the _____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Laura Teal, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Dance program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019 and will meet thereafter _____ number of times, with the termination date of this agreement being June 30, 2020.
- 2..a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or _____ % of the paid enrollment fee(s) charges for the class or activity.
- b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): \$ 55/mo or _____ % of the paid enrollment fee(s) for the class or activity.

3. **PAYMENT TO COUNTY:**

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. **SPECIFIC DETAILS:**

- a. Type of service/instruction: Dance.
- b. Name of class or activity: T. Pp, toes.
- c. Day(s)/Date(s) Scheduled: Wednesdays.
- d. Time Scheduled: 4-6pm.
- e. Location: Bixby Community Center.
- f. A minimum of 3 and a maximum of 20 paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

- 5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
- 6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
- 7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
- 8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.
- 9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
- 10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.

Waived: _____

Signature: Director of Parks/ Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with 30 day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Celia Wetherill . Phone Number: 918-366-4841

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Laura Teal

INSTRUCTOR'S address: 1120 S. Kingston Ave.
Tulsa, OK 74137

INSTRUCTOR'S Phone No: 918.892.4012

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

SIGNATURE

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

INSTRUCTOR

SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

Nolan M. Fildes 6-25-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2019

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).

PRODUCER RICH & CARTMILL INC. 2738 E 51ST ST STE 400 TULSA, OK 74105-6228 918-743-8811	CONTACT NAME:	
	PHONE (A/C, No, Ext): 918-743-8811	FAX (A/C, No): 918-744-8429
	E-MAIL ADDRESS: jharper@rcins.com; richcartmill@rcins.com; krist@rcins.com; bgorrell@rcins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United States Fire Insurance	NAIC # 21113
	INSURER B:	
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Teal Dance Company LLC dba Tippi Toes 11120 S. Kingston Ave Tulsa, OK 74137	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: USP298646

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	GENERAL LIABILITY			SRPGAPML-101-0718	06/01/2019 12:01 AM	06/01/2020 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG	\$2,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00
							EACH OCCURRENCE	\$1,000,000.00
							FIRE DAMAGE (Any one fire)	\$300,000.00
							MED EXP (Any one person)	\$0.00
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Es accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> RERED AUTO	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DED	RETENTION \$						
							EACH OCCURRENCE	\$0.00
							GENERAL AGGREGATE	\$0.00
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Ballet, Tap, Jazz and Hip Hop

CERTIFICATE HOLDER

Teal Dance Company LLC dba Tippi Toes
11120 S. Kingston Ave
Tulsa, OK 74137

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

Rich & Cartmill Inc.



ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)
06/11/2019

AGENCY		CARRIER United States Fire Insurance Company		NAIC CODE 21113
POLICY NUMBER SRPGAPML-101-0718/USP298646		EFFECTIVE DATE 06/01/2019 12:01 AM	NAMED INSURED(S) Teal Dance Company LLC dba Tippi Toes	

ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)

INTEREST		NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LOSS PAYEE	Tulsa County Board of County Commissioners						LOCATION:	BUILDING:
<input type="checkbox"/> BEACH OF WARRANTY	<input type="checkbox"/> MORTGAGEE	2315 Charles Page Blvd						VEHICLE:	BOAT:
<input type="checkbox"/> CO-OWNER	<input type="checkbox"/> OWNER	Tulsa, OK 74127						AIRPORT:	AIRCRAFT:
<input type="checkbox"/> EMPLOYEE AS LESSOR	<input type="checkbox"/> REGISTRANT							ITEM CLASS:	ITEM:
<input type="checkbox"/> LEASEBACK OWNER	<input type="checkbox"/> TRUSTEE							ITEM DESCRIPTION	
<input type="checkbox"/> LIENHOLDER		REFERENCE / LOAN #:		INTEREST END DATE:					
		LIEN AMOUNT:		PHONE (A/C, No, Ex):		FAX (A/C, No):			
REASON FOR INTEREST:		E-MAIL ADDRESS:							
INTEREST		NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LOSS PAYEE	Jenks Community Education						LOCATION:	BUILDING:
<input type="checkbox"/> BEACH OF WARRANTY	<input type="checkbox"/> MORTGAGEE	205 East B Street						VEHICLE:	BOAT:
<input type="checkbox"/> CO-OWNER	<input type="checkbox"/> OWNER	Jenks, OK 74037						AIRPORT:	AIRCRAFT:
<input type="checkbox"/> EMPLOYEE AS LESSOR	<input type="checkbox"/> REGISTRANT							ITEM CLASS:	ITEM:
<input type="checkbox"/> LEASEBACK OWNER	<input type="checkbox"/> TRUSTEE							ITEM DESCRIPTION	
<input type="checkbox"/> LIENHOLDER		REFERENCE / LOAN #:		INTEREST END DATE:					
		LIEN AMOUNT:		PHONE (A/C, No, Ex):		FAX (A/C, No):			
REASON FOR INTEREST:		E-MAIL ADDRESS:							
INTEREST		NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LOSS PAYEE	Union Community Education						LOCATION:	BUILDING:
<input type="checkbox"/> BEACH OF WARRANTY	<input type="checkbox"/> MORTGAGEE	8506 E 61st Street						VEHICLE:	BOAT:
<input type="checkbox"/> CO-OWNER	<input type="checkbox"/> OWNER	Tulsa, OK 74133						AIRPORT:	AIRCRAFT:
<input type="checkbox"/> EMPLOYEE AS LESSOR	<input type="checkbox"/> REGISTRANT							ITEM CLASS:	ITEM:
<input type="checkbox"/> LEASEBACK OWNER	<input type="checkbox"/> TRUSTEE							ITEM DESCRIPTION	
<input type="checkbox"/> LIENHOLDER		REFERENCE / LOAN #:		INTEREST END DATE:					
		LIEN AMOUNT:		PHONE (A/C, No, Ex):		FAX (A/C, No):			
REASON FOR INTEREST:		E-MAIL ADDRESS:							
INTEREST		NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LOSS PAYEE							LOCATION:	BUILDING:
<input type="checkbox"/> BEACH OF WARRANTY	<input type="checkbox"/> MORTGAGEE							VEHICLE:	BOAT:
<input type="checkbox"/> CO-OWNER	<input type="checkbox"/> OWNER							AIRPORT:	AIRCRAFT:
<input type="checkbox"/> EMPLOYEE AS LESSOR	<input type="checkbox"/> REGISTRANT							ITEM CLASS:	ITEM:
<input type="checkbox"/> LEASEBACK OWNER	<input type="checkbox"/> TRUSTEE							ITEM DESCRIPTION	
<input type="checkbox"/> LIENHOLDER		REFERENCE / LOAN #:		INTEREST END DATE:					
		LIEN AMOUNT:		PHONE (A/C, No, Ex):		FAX (A/C, No):			
REASON FOR INTEREST:		E-MAIL ADDRESS:							
INTEREST		NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LOSS PAYEE							LOCATION:	BUILDING:
<input type="checkbox"/> BEACH OF WARRANTY	<input type="checkbox"/> MORTGAGEE							VEHICLE:	BOAT:
<input type="checkbox"/> CO-OWNER	<input type="checkbox"/> OWNER							AIRPORT:	AIRCRAFT:
<input type="checkbox"/> EMPLOYEE AS LESSOR	<input type="checkbox"/> REGISTRANT							ITEM CLASS:	ITEM:
<input type="checkbox"/> LEASEBACK OWNER	<input type="checkbox"/> TRUSTEE							ITEM DESCRIPTION	
<input type="checkbox"/> LIENHOLDER		REFERENCE / LOAN #:		INTEREST END DATE:					
		LIEN AMOUNT:		PHONE (A/C, No, Ex):		FAX (A/C, No):			
REASON FOR INTEREST:		E-MAIL ADDRESS:							

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Laura Teal

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Laura Teal for Tippi Toes Dance classes at LaFortune Park during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the _____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Laura Tea, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Tippe toes program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019 and will meet thereafter _____ number of times, with the termination date of this agreement being June 30, 2020.
2. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or 20 % of the paid enrollment fee(s) charges for the class or activity.
- b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): _____ or 20 % of the paid enrollment fee(s) for the class or activity.

3. PAYMENT TO COUNTY:

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. SPECIFIC DETAILS:

- a. Type of service/instruction: dance
- b. Name of class or activity: Tipi Toes
- c. Day(s)/Date(s) Scheduled: Thursday + Saturday
Hours: 5:00-6:30
Saturday 11-12:30
- d. Time Scheduled: 5:00-6:30
- e. Location: Buddy LaFortune Community Center
- f. A minimum of 3 and a maximum of 20 paid enrollments must be received by the INSTRUTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

5. Independent Instructor Status: It is specifically understood that INSTRUTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.

6. Taxes: It is acknowledged and agreed by the COUNTY and INSTRUTOR that the service herein provided by the INSTRUTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUTOR'S compensation for said service. The INSTRUTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.

7. Termination: The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUTOR and the INSTRUTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUTOR'S departure date.

8. Subcontracting: The INSTRUTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. Schedule/Cancellation: Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.

10. Insurance: The INSTRUTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.

Waived:

Signature: Director of Parks/Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with _____ day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Cherie Lewallen . Phone Number: 496-6221

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Laura Teal

INSTRUCTOR'S address: 11120 S. Kingston Ave.
Tulsa, OK 74137

INSTRUCTOR'S Phone No: 918.892.4012

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

Richard Bales
SIGNATURE

INSTRUCTOR

Laura Teal
SIGNATURE

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

Nolan M. Fields
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2019

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).

PRODUCER RICH & CARTMILL INC. 2738 E 51ST ST STE 400 TULSA, OK 74105-6228 918-743-8811		CONTACT NAME: PHONE (A/C, No, Ext): 918-743-8811 FAX (A/C, No): 918-744-8429 E-MAIL ADDRESS: jharper@rcins.com; richcartmill@rcins.com; krist@rcins.com; bgorrell@rcins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United States Fire Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

Teal Dance Company LLC dba Tippi Toes
11120 S. Kingston Ave
Tulsa, OK 74137

COVERAGES

CERTIFICATE NUMBER: USP298646

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	GENERAL LIABILITY			SRPGAPML-101-0718	06/01/2019 12:01 AM	06/01/2020 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG	\$2,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00
							EACH OCCURRENCE	\$1,000,000.00
							FIRE DAMAGE (Any one fire)	\$300,000.00
							MED EXP (Any one person)	\$0.00
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTO						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED							
	<input type="checkbox"/> RETENTION \$							
							EACH OCCURRENCE	\$0.00
							GENERAL AGGREGATE	\$0.00
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Ballet, Tap, Jazz and Hip Hop

CERTIFICATE HOLDER

Teal Dance Company LLC dba Tippi Toes
11120 S. Kingston Ave
Tulsa, OK 74137

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

Rich & Cartmill Inc.



ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)
06/11/2019

AGENCY		CARRIER United States Fire Insurance Company		NAIC CODE 21113
POLICY NUMBER SRPGAPML-101-0718/USP298646		EFFECTIVE DATE 06/01/2019 12:01 AM	NAMED INSURED(S) Teal Dance Company LLC dba Tippi Toes	

ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)

INTEREST		NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Tulsa County Board of County Commissioners 2315 Charles Page Blvd Tulsa, OK 74127						LOCATION:	BUILDING:
<input type="checkbox"/>	BEACH OF WARRANTY							VEHICLE:	BOAT:
<input type="checkbox"/>	CO-OWNER							AIRPORT:	AIRCRAFT:
<input type="checkbox"/>	EMPLOYEE AS LESSOR							ITEM CLASS:	ITEM:
<input type="checkbox"/>	LEASEBACK OWNER	REFERENCE / LOAN #:						INTEREST END DATE:	
<input type="checkbox"/>	LIENHOLDER	LIEN AMOUNT:						PHONE (A/C, No, Ex):	
REASON FOR INTEREST:		E-MAIL ADDRESS:						FAX (A/C, No):	
INTEREST		NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Jenks Community Education 205 East B Street Jenks, OK 74037						LOCATION:	BUILDING:
<input type="checkbox"/>	BEACH OF WARRANTY							VEHICLE:	BOAT:
<input type="checkbox"/>	CO-OWNER							AIRPORT:	AIRCRAFT:
<input type="checkbox"/>	EMPLOYEE AS LESSOR							ITEM CLASS:	ITEM:
<input type="checkbox"/>	LEASEBACK OWNER	REFERENCE / LOAN #:						INTEREST END DATE:	
<input type="checkbox"/>	LIENHOLDER	LIEN AMOUNT:						PHONE (A/C, No, Ex):	
REASON FOR INTEREST:		E-MAIL ADDRESS:						FAX (A/C, No):	
INTEREST		NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Union Community Education 8506 E 61st Street Tulsa, OK 74133						LOCATION:	BUILDING:
<input type="checkbox"/>	BEACH OF WARRANTY							VEHICLE:	BOAT:
<input type="checkbox"/>	CO-OWNER							AIRPORT:	AIRCRAFT:
<input type="checkbox"/>	EMPLOYEE AS LESSOR							ITEM CLASS:	ITEM:
<input type="checkbox"/>	LEASEBACK OWNER	REFERENCE / LOAN #:						INTEREST END DATE:	
<input type="checkbox"/>	LIENHOLDER	LIEN AMOUNT:						PHONE (A/C, No, Ex):	
REASON FOR INTEREST:		E-MAIL ADDRESS:						FAX (A/C, No):	
INTEREST		NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED							LOCATION:	BUILDING:
<input type="checkbox"/>	BEACH OF WARRANTY							VEHICLE:	BOAT:
<input type="checkbox"/>	CO-OWNER							AIRPORT:	AIRCRAFT:
<input type="checkbox"/>	EMPLOYEE AS LESSOR							ITEM CLASS:	ITEM:
<input type="checkbox"/>	LEASEBACK OWNER	REFERENCE / LOAN #:						INTEREST END DATE:	
<input type="checkbox"/>	LIENHOLDER	LIEN AMOUNT:						PHONE (A/C, No, Ex):	
REASON FOR INTEREST:		E-MAIL ADDRESS:						FAX (A/C, No):	
INTEREST		NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED							LOCATION:	BUILDING:
<input type="checkbox"/>	BEACH OF WARRANTY							VEHICLE:	BOAT:
<input type="checkbox"/>	CO-OWNER							AIRPORT:	AIRCRAFT:
<input type="checkbox"/>	EMPLOYEE AS LESSOR							ITEM CLASS:	ITEM:
<input type="checkbox"/>	LEASEBACK OWNER	REFERENCE / LOAN #:						INTEREST END DATE:	
<input type="checkbox"/>	LIENHOLDER	LIEN AMOUNT:						PHONE (A/C, No, Ex):	
REASON FOR INTEREST:		E-MAIL ADDRESS:						FAX (A/C, No):	

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

ACORD 45 (2009/04)

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TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Nathan Sanders

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Nathan Sanders for guitar music classes at the Bixby Community Center during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.

2019/2020

Bixby



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the _____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Nathan Sanders, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) MUSIC program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on 9/4, 2019 and will meet thereafter 15 number of times, with the termination date of this agreement being 6/30, 2020.
- 2..a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The ~~fee(s)~~ charges charged by the COUNTY for this class or activity (is) (are): _____, or ~~2~~ % of the paid enrollment fee(s) charges for the class or activity.
- b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): \$30/class or _____ % of the paid enrollment fee(s) for the class or activity.

3. PAYMENT TO COUNTY:

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. **SPECIFIC DETAILS:**

- a. Type of service/instruction: Guitar class
- b. Name of class or activity: Nathan's Group guitar class
- c. Day(s)/Date(s) Scheduled: 09/04/2019
- d. Time Scheduled: 4pm
- e. Location: Bixby Community Center
- f. A minimum of 5 and a maximum of 20 paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.

6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.

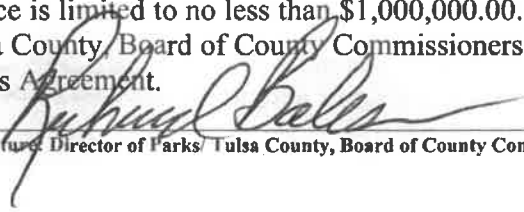
7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.

8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.

10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.

Waived:


Signature of Director of Parks, Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with 30 day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Celia Wetherill

Phone Number: 918-366-4841

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Nathan Sanders

INSTRUCTOR'S address: 9303 E 81st St S

INSTRUCTOR'S Phone No: 918-671-9429

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

Richard Bales
SIGNATURE

INSTRUCTOR

Nathan Sanders
SIGNATURE

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

Nolan M. Field 6-25-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Nathan Sanders

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Nathan Sanders for guitar classes at LaFortune Park during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the _____ day of _____, 20____, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Nathan Sanders, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Guitar Class program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019 and will meet thereafter _____ number of times, with the termination date of this agreement being June 30, 2020.
- 2.. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or 20 % of the paid enrollment fee(s) charges for the class or activity.
- b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): 30/class or 20 % of the paid enrollment fee(s) for the class or activity.

3. **PAYMENT TO COUNTY:**

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. **SPECIFIC DETAILS:**

- a. Type of service/instruction: Guitar class.
- b. Name of class or activity: Nathan's Group Guitar Class
- c. Day(s)/Date(s) Scheduled: 09/05/2019.
- d. Time Scheduled: 4 PM.
- e. Location: Buddy La Fortune Community Center.
- f. A minimum of 5 and a maximum of 20 paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

- 5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
 - 6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
 - 7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
 - 8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.
 - 9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
 - 10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.
- Waived: _____

Signature: Director of Parks Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with ____ day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Cherie Lewallen . Phone Number: 496-6221

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Nathan Sanders

INSTRUCTOR'S address: 9303 E 81st St S

INSTRUCTOR'S Phone No: 918-671-9429

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

SIGNATURE

INSTRUCTOR

SIGNATURE

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

Nathan M. Fields 6-25-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

Hello,

My name is Nathan Sanders. I have just submitted a proposal to teach a guitar class at the Buddy LaFortune Community Center, and would like to have the liability insurance requirement waived. Students taking part in my group guitar class are at a very low risk of injury; they will spend each class period sitting down and playing guitar, and therefore do not run much risk of hurting themselves. Thank you for your consideration.

-Nathan Sanders

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Preventive Maintenance Agreement-Push Pedal Pull

Submitted for your approval and execution is the attached Preventive Maintenance Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Push Pedal Pull for maintenance on several exercise machines located at the various Tulsa County Park locations.

Respectfully submitted for your approval and execution.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.

PREVENTIVE MAINTENANCE AGREEMENT

PUSH PEDAL PULL
9934 S RIVERSIDE PARKWAY
TULSA OK 74137
918-409-0605

CUSTOMER NAME:

ADDRESS

CITY:

PHONE: 918-746-3780

FAX:

Tulsa County Parks By The Board Of County Commissioners

Includes - South County Com Center, Chandler Park & O'Brien Park

STATE: Ok ZIP:

CONTACT: Eddie

COVERED EQUIPMENT:

EQUIPMENT	QTY	BRAND AND MODEL NUMBER
TREADMILLS	7	Precor 956i, 932i, Spirit
BIKES/UBE'S	3	Precor 846i, Precor 615
ELLIPTICALS	6	Precor 576i and 546i
WEIGHT MACHINES	All	TuffStuff Selectorized, Precor, Paramount, Multisport

SERVICE INSPECTION INCLUDES:

TREADMILLS

- ☒ General Operation
- ☒ Running Belt & Deck
- ☒ Drive Belt
- ☒ Motor Brushes
- ☒ Heartrate
- ☒ Electronics
- ☒ Lubricate As Needed
- ☒ Vacuum Motor Compartment

ELLIPTICALS

- ☒ General Operation
- ☒ Check Drive Belts
- ☒ Bearings, Bushings
- ☒ Pedals, Cranks
- ☒ Heartrate
- ☒ Electronics
- ☒ Lubricate As Needed
- ☒ Skate Wheels

CARDIO THEATER

- ☐ General Operation
- ☐ Check Channels
- ☐ Check Volume
- ☐ Program If Necessary
- ☐ Headphone Jacks
- ☐ Televisions
- ☐ Controllers

STEPPERS & NUSTEPS

- ☐ General Operation
- ☐ Check Drive Belts & Chains
- ☐ Bearings, Bushings
- ☐ Shocks, Springs
- ☐ Heartrate
- ☐ Electronics
- ☐ Lubricate As Needed
- ☐ Skate Wheels

BIKES

- ☒ General Operation
- ☒ Check Chains
- ☒ Generator/Alternator
- ☒ Pedals, Cranks, Straps
- ☒ Heartrate
- ☒ Electronics
- ☒ Seats
- ☒ Lubricate As Needed

WEIGHT MACHINES

- ☒ General Operation
- ☒ Check Cables, Belts
- ☒ Check Upholstery
- ☒ Selector Pins, Tethers
- ☒ Bushings, Bearings
- ☒ Tighten bolts
- ☒ Silicone Guiderods
- ☒ Lubricate As Needed

FREQUENCY

☐ Weekly

☐ Monthly

☒ Quarterly

☐ Every Other Month

☐ Bi-Annually

☐ Annually

PRICE & TERM

TERM: 7/1/19

to

6/30/20

Per Time

\$

400.00

Annual Total

\$

1,600.00

PARTS ARE NOT INCLUDED

Repairs requiring less than 5 minutes to perform are included under this agreement. All other repairs will be billed at \$70.00/Hr.

Customer Signature

Date

Servicer Signature

Date 5-16-19

Approved re form:

Nolan M. Fildes 6-25-19

Asst. Dist. Att.

TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director

TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Sunny Ray

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Sunny Ray for yoga classes at LaFortune Park during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the day of , 20 , by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Sunny Ray, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Yoga program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019 and will meet thereafter 2 number of times, with the termination date of this agreement being June 30, 2020.
2. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): , or 20 % of the paid enrollment fee(s) charges for the class or activity.
b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): 70 or 20 % of the paid enrollment fee(s) for the class or activity. Class

3. **PAYMENT TO COUNTY:**

The INSTRUCTOR shall pay to the COUNTY the sum of \$ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. SPECIFIC DETAILS:

- a. Type of service/instruction: Yoga
- b. Name of class or activity: Yoga
- c. Day(s)/Date(s) Scheduled: Mon / Tues
- d. Time Scheduled: 10am / 9am
- e. Location: LaFortune
- f. A minimum of _____ and a maximum of _____ paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

- 5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
- 6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
- 7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
- 8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.
- 9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
- 10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.

Waived: _____

Signature: Director of Parks/ Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with _____ day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

Robert M. Fields 6-25-91
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

POLICY CHANGE DOCUMENT

POLICY NO:
PHPK1516885-003

CHANGE # 1

CHANGE EFFECTIVE: 06/28/2019

Philadelphia Indemnity Insurance Company

PRODUCER: Maguire Insurance Agency, Inc. FWI

NAMED INSURED: Sunny Ray

MAILING ADDRESS 1521 S Newport Ave
Tulsa, OK 74120-6226

POLICY PERIOD: FROM 06/28/2019 TO 06/28/2020 at
12:01 A.M. Standard Time at your mailing address shown above.

DESCRIPTION:

In consideration of the premium reflected, the policy is amended as indicated below:

Insured Requested Additional Insured & Name Correction Board of County Commissioners 500 S.
Denver Tulsa, OK 74103

Total Annual
Additional/Return Premium

\$0.00

Total Prorate
Additional/Return Premium

\$0.00

Total Annual
Additional/Return
Tax/Surcharge/Fee

\$0.00

Total Prorate
Additional/Return
Tax/Surcharge/Fee

\$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Board of County Commissioners
500 S. Denver
Tulsa OK 74103-
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2019

PRODUCER
Maguire Insurance Agency, Inc. FWI
1 Bala Plz Ste 100
Bala Cynwyd, PA 19004-1401
610.617.7900

INSURED
Sunny Ray
1521 S Newport Ave
Tulsa, OK 74120-6226

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Philadelphia Indemnity Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

NAIC #
18058

COVERAGES

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 CERTIFICATION 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPK1516885-003	06/28/2019	06/28/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$2,500 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is understood and agreed that the following entity is added as an additional insured but only with respect(s) to the operations of the named insured except that liability resulting from the additional insured's sole negligence.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ronald J. H.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: June 26, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director

TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement- Tinkergarten

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Tinkergarten for nature play at Haikey Creek Park during the fiscal year 2019-2020.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.

2019/2020



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the 2 day of July , 20 19 , by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Tinkergarten, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Tinkergarten program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regards to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree as follows:

1. **Term:** The class, activity or service will begin on July 1, 2019 and will meet thereafter number of times, with the termination date of this agreement being June 30, 2020.
2. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): , or % of the paid enrollment fee(s) charges for the class or activity.
- b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are) \$10/8 weeks or % of the paid enrollment fee(s) for the class or activity. Season

3. PAYMENT TO COUNTY:

The INSTRUCTOR shall pay to the COUNTY the sum of \$ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. **SPECIFIC DETAILS:**

- a. Type of service/instruction: Nature Play.
- b. Name of class or activity: Tinkergarten.
- c. Day(s)/Date(s) Scheduled: Tues. 10am 6 more sessions.
- d. Time Scheduled: 10am - 11:15am.
- e. Location: Hairy Creek.
- f. A minimum of 4 and a maximum of 12 paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

- 5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
- 6. **Taxes:** It is acknowledged and agreed by the COUNTY and INSTRUCTOR that the service herein provided by the INSTRUCTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
- 7. **Termination:** The COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
- 8. **Subcontracting:** The INSTRUCTOR may not subcontract or assign any rights, responsibilities or obligations under this Agreement.
- 9. **Schedule/Cancellation:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
- 10. **Insurance:** The INSTRUCTOR shall acquire liability insurance for any class, activity or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on policy: Tulsa County, Board of County Commissioners. A copy of insurance must be attached as an exhibit to this Agreement.
Waived: _____.

Signature: Director of Parks/ Tulsa County, Board of County Commissioners

11. Performance:

a. INSTRUCTOR agrees to:

1. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe, and responsible manner with full regard for the safety of the participants as well as the facility.
2. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
3. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible. (Written activity plans must be submitted prior to execution of contract.)
4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
5. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
8. Provide the County Representative with 30 day(s) notice of all schedule conflicts/changes.
9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
10. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

1. Maintain the facilities in proper working order.
2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the class or activity are required INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Celsoi Wukorel . Phone Number: 918-366-4841

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.

15. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Amber Fitzgerald DBA Tinker garden Instructor

INSTRUCTOR'S address: 13174 S Maple St

INSTRUCTOR'S Phone No: 918 200 5104

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The parties have read the foregoing and in the date first above written, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR

SIGNATURE

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

INSTRUCTOR

SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

Dolan M. Fields IV 6-25-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2019

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).

PRODUCER The Cody Group, Inc. 150 W 28th Street, Suite 301 New York NY 10001	CONTACT NAME: Melissa Rivera PHONE (A/C, No, Ext): (212) 641-0429 FAX (A/C, No): E-MAIL ADDRESS: melissa@codygroupny.com INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety Co INSURER B: General Star Indemnity INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 19038
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INSURED
Tinkergarten

9 1/2 Market St

Northampton MA 01060

(805) 751-8465

COVERAGES**CERTIFICATE NUMBER:** Cert ID 2050**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		IYG423080A	3/11/2019	3/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		IYG423080A	3/11/2019	3/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ 10,000		IXG423079A	3/11/2019	3/11/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		106259730	3/12/2019	3/12/2020	Errors & Omissions Liability \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder and any entities listed below are included as additional insured with respects to General Liability as per signed written contract and/or agreement. Coverage is written on a primary and non-contributory basis. Waiver of Subrogation is included in favor of additional insured(s) as per signed written contract and/or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Tulsa Board of County Commissioners

J00 S. Denver

Tulsa OK 74103

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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TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director 

TO: Board of County Commissioners

SUBJECT: Agreement-Tulsa Crop Hunger Walk

Submitted for your approval and execution is the attached User Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and the Tulsa Crop Hunger Walk for a walking event located at the Tulsa County LaFortune Park on October 6, 2019 from 1:00 pm until 4:30 pm.

Respectfully submitted for your approval and execution.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



I. ALLOWED USE

This Agreement is entered into this day of _____, between the Tulsa County Board of County Commissioners (BOCC) and Tulsa Crop Hunger Walk covering and event to be held at ~~Chandler~~ La Fortune Park on the date and time specified in Section VI (c).

NMSW
6-25-19

Tulsa County does not discriminate in the use of its Facilities on the basis of race, creed, sex, or national origins and requires a commitment in writing to the effect from any Patron.

II. RESERVATIONS AND DEPOSITS

- A. A reserved date is not guaranteed until a deposit is received for shelter and or park use and this Agreement is signed and returned by the EVENT COORDINATOR to Tulsa County Parks. All bookings must be cleared for date availability with the respective Park Maintenance Supervisor and Recreational Superintendent prior to signing this Agreement. Rental restrictions may be in effect during Tulsa County-sponsored events.
- B. Tulsa County Parks reserves the right to refuse the use of its Facility/Park to any Patron if Tulsa County Parks, in its sole discretion, believes that such use would jeopardize the Facility/Park. Tulsa County Parks further reserves the right to alter any arrangements in the planning phase or during the Event if the safety or security of the Facility/park or Tulsa County Parks operations is threatened. Reservations may not be approved should the intended use be considered incompatible with the image of Tulsa County Parks in the sole and absolute discretion of Tulsa County Parks.

- III. There is a \$125 payment for trail usage, due 3 weeks prior to event date.

INSURANCE

- A. During the term of this agreement, Tulsa Crop Hunger Walk shall at its sole expense, maintain in full force and effect, an insurance policy written by an insurance company authorized to do business in the State of Oklahoma, in such form and with such endorsements as shall protect the County against any and all damages, loss claim or expense resulting from the operations of this event.

For said Event, Tulsa County requires the Tulsa Crop Hunger Walk to provide a Comprehensive General Liability insurance certificate, which provides evidence of personal liability insurance with limits of the following:

1. Bodily injury, \$100,000.00 per individual any single accidents
2. Bodily injury, \$1,000,000.00 multiple claimants any single accident
3. Property damage, \$50,000.00 each accident

- B. The Tulsa Crop Hunger Walk will also provide certificate of insurance for product liability from each food concession vendor if applicable in the following amounts:

1. Bodily injury, \$100,000.00 per individual any single accidents
2. Bodily injury, \$1,000,000.00 multiple claimants any single accident

Said Insurance Certificates must specifically name the Board of County Commissioners of Tulsa County, Oklahoma as additional insured there under and until such policies of insurance reflecting such coverage have been submitted to and approved by the Tulsa County, this agreement shall be without force or effect.

IV. SECURITY

- A. Tulsa Crop Hunger Walk agree to provide at its sole expense, adequate security for the Event utilizing trained "CLEET", certified officers in coordination through Sheriff's office representative
- B. Barricades, signage, in addition to will also be directing vehicles and pedestrians in order to prevent damage to park turf areas or any other park amenity.

V. HEALTH ISSUES/PUBLIC SANITATION

Tulsa Crop Hunger Walk will furnish two portable toilets and one (1) Handicapped Accessible, if there are over 500 people.

VI. EVENT LOGISTICS

- A. To ensure proper follow-through and communications, Tulsa Crop Hunger Walk must assign one contact person to coordinate the Event with the Tulsa County Parks Special Event Coordinator.
- B. At the time event is scheduled with the Special Events Coordinator, EVENT COORDINATOR must:
 - 1. Supply exact time, estimated number of participants and type of Tulsa Crop Hunger Walk vent.
 - 2. Make an appointment for a walk-through within three (3) weeks of the event with Patricia Motte-Ward, Representative and Tulsa County Park Special Events Coordinator. At the walk-through, details of the event such as erection of tents, tables, vendors, decorations, displays, music groups, security procedures, set-up and break-down times, etc. will be discussed in as much detail as possible.
- C. In the event that weather causes Tulsa Crop Hunger Walk event, preferred locale to be unusable on the day of the event, an alternative location for the event will be decided upon at the discretion of Danny Hesterlee. If event set up requires previous day preparation and weather causes problem/delay with preparation, Danny Hesterlee has until 4pm, 918-496-6235 to make a decision on whether or not event should be moved to a more feasible location.

Day of: Tulsa Crop Hunger Walk

DATE: October 6, 2019

Tulsa Crop Hunger Walk: to begin at: **1pm**

LOCATION: Trails

Out of Park time: 4:30pm

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.

I have read and agree to comply with the Tulsa County Park and Tulsa Crop Hunger Walk or the 2019 at LaFortune Park.

By: Tulsa Crop Hunger Walk



Name: David M Breed

Date

30 May, 2019

(Please print)

Title: Arrangements Manager

Member, Tulsa CROP Hunger Walk Committee

Address: P.O. Box 570976, Tulsa OK 74157-0976

Telephone: (918) 808-4142

E-mail: davidswtulsa@yahoo.com

Tulsa Board of County Commissioners

By: _____

Date

County Clerk to Attest: _____

Nelson M. Fildes 6-25-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/4/2019

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).

PRODUCER Waldorf Risk Solutions, LLC PO Box 590 Huntington NY 11743		CONTACT NAME: Lauren Boss PHONE (A/C No. Ext): 631-423-9500 E-MAIL ADDRESS: lauren@wrs1928.com FAX (A/C No): 631-424-3610	
INSURED Church World Service Inc. Business Manager 28606 Phillips St, PO Box 968 Elkhart IN 46515		INSURER(S) AFFORDING COVERAGE INSURER A : Certain Underwriters at Lloyds, London - AA1122000 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 781278599

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	Y Y	19W1777	4/7/2019	4/7/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage certified above extends to include the Certificate Holder as Additional Insured but only with respect to liability arising out of the CROP Walk.
Re: Tulsa CROP Walk
Date of Event: 10/6/19

CERTIFICATE HOLDER

CANCELLATION

Board of County Commissioners of Tulsa County,
Oklahoma
500 S. Denver Ave.
Tulsa OK 74103

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

[Signature]

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director



TO: Board of County Commissioners

SUBJECT: User Agreement-Tulsa Sports and Events-Flag Football

Submitted for your approval and execution is the attached User Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Tulsa Sports and Events for Flag Football Events located at the Haikey Creek Soccer Fields, Fields 2, 3 and 4 beginning July 1, 2019 through June 30, 2020.

Respectfully submitted for your approval and execution.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



USER AGREEMENT

THIS AGREEMENT is made and entered into by and between TULSA COUNTY PARKS, hereinafter to as "PARKS" and Tulsa Sports And Events hereinafter referred to as "ORGANIZATION".

The term of this agreement shall be from the 1st day of July, 2019 to 30th day of June, 2020.
This agreement includes three weeks of extra play time in case any games are rained out.

ORGANIZATION shall have the right of use of the following facilities during the times and on the dates specified.

FACILITY	DAYS	TIME
HCP <u>Soccer FIELDS</u> <u>2, 3, 4</u>	<u>Sunday</u>	<u>12 - 5pm</u> <u>Varies</u>

1. ORGANIZATION may charge admissions for events and entry fees for classes and tournaments. All income derived from such admission fees and entry fees shall be utilized solely to defray ORGANIZATION'S expenses. ORGANIZATION shall render a written financial report to the Parks Division of Tulsa County at the end of the contract period, disclosing all income and disbursements related to ORGANIZATION'S use of COUNTY'S facilities.
2. It is understood the ORGANIZATION is using the above-described facilities solely for the purposes herein set forth. ORGANIZATION assumes absolute responsibility and sole liability for the acts and actions of ORGANIZATION'S program participants and spectators during the use of said facilities at the time scheduled.
3. ORGANIZATION shall pay \$ 10 per hour per field, for usage of the Park area for Flag Football event.
4. ORGANIZATION shall obtain a general liability insurance policy having limits of no less than \$1,000,000.00 to any claimant for all claims arising out of a single accident or occurrence, \$300,000.00 for any number of claims arising out of a single accident or occurrence and \$25,000.00 property damage to any single claimant arising out of a single accident or occurrence. Such insurance policy shall carry an endorsement showing the COUNTY as co-insured. Such agrees to give the COUNTY at least fifteen (15) days prior notice in the event of cancellation or material alteration of the provision of ORGANIZATION'S insurance coverage. Until such insurance policies or certificates thereof having been approved by PARKS, this agreement shall be without force or effect. In the event of cancellation or termination of any of the insurance policies or certificates herein required, this agreement shall immediately become null and void.
5. ORGANIZATION further agrees that each program participant of ORGANIZATION, along with each of such participants, parents or legal guardians, shall execute a release of liability, in form acceptable to PARKS, which shall exonerate Tulsa County and the Board of County Commissioners, their agents and employees of Tulsa County from any and all liability as a result of injury to such participants associated with the use of County's facilities. This includes any participants joining the program of ORGANIZATION after the commencement of the program. This release shall be delivered to Tulsa County Parks no later than one week prior to beginning of trials, training, workouts, practices and/or events.
6. ORGANIZATION shall not sublet any Tulsa County Parks space, nor assign, hypothecate or mortgage this agreement or any of the right hereunder. Refer inquiries of usage to the Tulsa County Parks.

7. ORGANIZATION shall be responsible for all security at the premises during the events.
8. PARKS reserves the right to cancel, with or without cause, this Agreement upon 10 days written notice, to be effective upon mailing to ORGANIZATION at the address herein provided by ORGANIZATION. This right to cancel on behalf of Tulsa County Parks includes, but is not limited to, ORGANIZATION'S violation of any rules of conduct duly adopted for use of County facilities, which rules are attached hereto and made a part hereof, as terms and conditions of ORGANIZATION'S use pursuant to this Agreement.

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.

Tulsa County

By: _____ Date: _____
BOCC Chairperson

Organization: Tulsa Sports J Events Address: 4406 W. Madison Pl
Print Name: Nic Welter City, State and zip code: Broken Arrow OK 74012
Signature: [Signature] Telephone: 918-271-2965
E-mail: tulsa.sports@yahoo.com

Attest:

Tulsa County Clerk

Approved as to form:

[Signature] 6-25-19
Asst. District Attorney

Sadler Sports: SODA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2018

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. THE 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 policyholder must be advised. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain claims may be waived by endorsement. A disclaimer on this certificate does not confer rights to the certificate holder in favor of such endorsement(s).

PRODUCER
SADLER & COMPANY, INC.
P.O. BOX 5886
COLUMBIA, SOUTH CAROLINA 29250-5886

CONTACT NAME: Sports Dept
PHONE (A/C, No. Ext): 803-232-7370 FAX (A/C, No): 803-232-4077
E-MAIL ADDRESS: andrea@sadlersports.com

PRODUCER CUSTOMER ID#:

INSURED
D/B/A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION
Tulsa Sports and Events Inc
4408 W MADISON PL
BROKEN ARROW, OK 74012
Club #: 49045

INSURER(S) AFFORDING COVERAGE

INSURER A: NATIONAL CASUALTY COMPANY

INSURER B:

INSURER C:

INSURER D:

NAIC #

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.

AND LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		8L KRO 71901-00	11:19AM ET 08/02/2018	12:01AM ET 08/02/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE NONE PRODUCTS-COMP OF AGR \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			n/a	n/a	n/a	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> SEXUAL ABUSE / MOLESTATION			n/a	n/a	n/a	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
C	<input type="checkbox"/> UMBRELLA LMS <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LMS <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/a	n/a	n/a	EACH OCCURRENCE n/a AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in Mo) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			n/a	n/a	n/a	EXCESS MEDICAL not covered ADDED not covered

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy, if included above, is part of the ERS Risk Participating Group Association, Inc.

RE: COVERED Team(s) - Adult - General Liability
Flag Football - 2 Team(s) - (Maximum 26 players per team)
Team Names: TSC, Off Yo Couch

(Adult Team General Liability Only: \$2,000,000 Each Occurrence; \$500,000 Legal Liability to Participants; Waiver/Release Required)
The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER

RELATIONSHIP:
Property Owner/ Lessor

Tulsa Board Of County Commissioners
500 S Denver Ave
Tulsa, OK 74103

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 (company A)

AUTHORIZED REPRESENTATIVE (company B)

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (09/01)

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TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: June 25, 2019

FROM: Matney M. Ellis
Purchasing Director



TO: Board of County Commissioners

SUBJECT: User Agreement-Tulsa Sports and Events-Softball/Kickball

Submitted for your approval and execution is the attached User Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Tulsa Sports and Events for Softball/Kickball Events located at the Haikey Creek Softball Complex, Fields 1, 2, and 3 beginning July 1, 2019 through December 15, 2019.

Respectfully submitted for your approval and execution.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the July 1, 2019 agenda.



USER AGREEMENT

THIS AGREEMENT is made and entered into by and between TULSA COUNTY PARKS, hereinafter to as "PARKS" and Tulsa Sports 360415 hereinafter referred to as "ORGANIZATION".

The term of this agreement shall be from the 1st day of July, 2019 to 15th day of Dec, 2019. This agreement includes three weeks of extra play time in case any games are rained out.

ORGANIZATION shall have the right of use of the following facilities during the times and on the dates specified.

FACILITY	DAYS	TIME
<u>HCP Softball complex</u> <u>12/3</u>	<u>TUE, THUR, FRI</u> <u>Sunday</u>	<u>6:30 - 9:30 PM</u> <u>10-11:35-9pm</u>

1. ORGANIZATION may charge admissions for events and entry fees for classes and tournaments. All income derived from such admission fees and entry fees shall be utilized solely to defray ORGANIZATION'S expenses. ORGANIZATION shall render a written financial report to the Parks Division of Tulsa County at the end of the contract period, disclosing all income and disbursements related to ORGANIZATION'S use of COUNTY'S facilities.
2. It is understood the ORGANIZATION is using the above-described facilities solely for the purposes herein set forth. ORGANIZATION assumes absolute responsibility and sole liability for the acts and actions of ORGANIZATION'S program participants and spectators during the use of said facilities at the time scheduled.
3. ORGANIZATION shall pay \$ 12 per hour per field, for usage of the Park area for Softball/Kickball event.
4. ORGANIZATION shall obtain a general liability insurance policy having limits of no less than \$1,000,000.00 to any claimant for all claims arising out of a single accident or occurrence, \$300,000.00 for any number of claims arising out of a single accident or occurrence and \$25,000.00 property damage to any single claimant arising out of a single accident or occurrence. Such insurance policy shall carry an endorsement showing the COUNTY as co-insured. Such agrees to give the COUNTY at least fifteen (15) days prior notice in the event of cancellation or material alteration of the provision of ORGANIZATION'S insurance coverage. Until such insurance policies or certificates thereof having been approved by PARKS, this agreement shall be without force or effect. In the event of cancellation or termination of any of the insurance policies or certificates herein required, this agreement shall immediately become null and void.
5. ORGANIZATION further agrees that each program participant of ORGANIZATION, along with each of such participants, parents or legal guardians, shall execute a release of liability, in form acceptable to PARKS, which shall exonerate Tulsa County and the Board of County Commissioners, their agents and employees of Tulsa County from any and all liability as a result of injury to such participants associated with the use of County's facilities. This includes any participants joining the program of ORGANIZATION after the commencement of the program. This release shall be delivered to Tulsa County Parks no later than one week prior to beginning of trials, training, workouts, practices and/or events.
6. ORGANIZATION shall not sublet any Tulsa County Parks space, nor assign, hypothecate or mortgage this agreement or any of the right hereunder. Refer inquiries of usage to the Tulsa County Parks.

7. ORGANIZATION shall be responsible for all security at the premises during the events.
8. PARKS reserves the right to cancel, with or without cause, this Agreement upon 10 days written notice, to be effective upon mailing to ORGANIZATION at the address herein provided by ORGANIZATION. This right to cancel on behalf of Tulsa County Parks includes, but is not limited to, ORGANIZATION'S violation of any rules of conduct duly adopted for use of County facilities, which rules are attached hereto and made a part hereof, as terms and conditions of ORGANIZATION'S use pursuant to this Agreement.

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.

Tulsa County

By: _____ Date: _____
BOCC Chairperson

Organization: Tulsa Sports 3 Events Address: 4406 W Madison Pl

Print Name: Nick WEHL City, State and zip code: BROKEN ARROW, OK 74012

Signature:  Telephone: 918-271-2965

E-mail: tulsasports@yahoo.com

Attest:

Tulsa County Clerk

Approved as to form:

 6-25-19
Asst. District Attorney

Sadler Sports: SODA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2018

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: Both certificate holder and additional insureds must be identified. If SUBROGATION IS WAIVED, subject to the terms and conditions of a policy, certificate holder may request an endorsement. A certificate holder or certificate holder does not confer rights to the certificate holder in case of such endorsement(s).

PRODUCER
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Dept
PHONE (A/C, No. Ext): 803-222-7370 FAX (A/C, No): 803-228-4017
E-MAIL ADDRESS: sdc@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
BY A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION
Tulsa Sports and Events Inc
4408 W MADISON PL
BROKEN ARROW, OK 74012
Club #: 49045

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: NATIONAL CASUALTY COMPANY		
INSURER B:		
INSURER C:		
INSURER D:		

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.

PROD LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY BPP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		6L KRO 71901-00	11:19AM ET 08/02/2018	12:01AM ET 08/02/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE NONE PRODUCTS- COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			n/a	n/a	n/a	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> SEXUAL ABUSE / MOLESTATION			n/a	n/a	n/a	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/a	n/a	n/a	EACH OCCURRENCE n/a AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in US) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			n/a	n/a	n/a	EXCESS MEDICAL not covered ADD not covered

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy, if included above, is part of the BRS Risk Purchasing Group Association, Inc.

RE: COVERED TEAM(S) - Adult - General Liability
Flag Football - 2 Team(s) - (Maximum 26 players per team)
Team Names: TSE, Off To Couch

(Adult Team General Liability Only: \$2,000,000 Each Occurrence, \$500,000 Legal Liability to Participants; Waiver/Release Required)
The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER

RELATIONSHIP:
Property Owner/Lessor

Tulsa Board Of County Commissioners
500 S Denver Ave
Tulsa, OK 74103

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 (company A)

Scott Habel

AUTHORIZED REPRESENTATIVE (company B)

John Sander

Coverage is only extended to U.S. events and activities

NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2614/01)

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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

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

DATE: June 26, 2019

REFERENCE: Extension to the Maintenance and Support Agreement # 005603-000 with Idemia Identity & Security USA LLC for the TCSO for 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 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:
Karen Fasano, TCSO Purchasing Clerk



5515 E. La Palma Ave., Suite 100
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 238-2049

June 14, 2019

Karen Fasano
Tulsa Board of County Commissioners
On behalf of the Tulsa County Sheriff's Office
500 South Denver Avenue
Tulsa, OK 74103
Kfasano@tcsso.org
(918) 596-5719

RE: Extension to Maintenance and Support Agreement # 005603-000

Dear Karen Fasano,

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Tulsa Board of County Commissioners on behalf of the Tulsa County Sheriff's Office** Maintenance and Support Agreement for the period **7/1/19** through **6/30/20**.

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 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. Thank you in advance.

Thank you,

Jenny Pelayo
Contract Administrator II
Idemia Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

**TULSA BOARD OF COUNTY COMMISSIONERS
ON BEHALF OF THE TULSA COUNTY SHERIFF'S
OFFICE**

Signed by: 

Signed by: _____

Printed Name: Michael Kato

Printed Name: _____

Title: Vice President

Title: _____

Date: June 14, 2019

Date: _____

Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 005603-000

CUSTOMER: Tulsa Board of County Commissioners on behalf of the Tulsa County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
LSS-R	Livescan Station Cabinet Tenprint	OKLV88	1
Printer	Tenprint Card Printer, 3 Trays, Duplexer	OKLP88	1

Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 005603-000

Date June 14, 2019

New Term Effective

Start 7/1/19

End 6/30/20

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 \$ 2,723.00

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.

Karen Fasano

From: PELAYO Jenny <Jenny.PELAYO@idemia.com>
Sent: Friday, June 14, 2019 5:06 PM
To: Karen Fasano
Subject: LiveScan Maintenance - Tulsa CSO, OK - IDEMIA
Attachments: Tulsa CSO, OK - SA 005603-000, MSA 19-20.pdf

Importance: High

Good Afternoon Karen,

Please find attached the renewal for Maintenance and Support Agreement # **005603-000**. This agreement offers maintenance coverage on your **LiveScan and Printer** for the span of 1 year. Your current maintenance coverage expires on **6/30/19**. Once your agency has reviewed and signed the new agreement, please send the signed copy directly to me so that I may process it appropriately.

If you decide to renew your maintenance coverage and we receive the signed agreement or PO, our finance department will send you an invoice for payment. If you are not the point of contact for the invoice, please provide their contact information.

If you have any questions or need further clarification, please do not hesitate to contact me. Thank you!

Regards,

Jenny Pelayo

Contracts Administration Specialist II
Sales Operations
Identity & Security, N.A.

P. (714) 575-2964
F. (714) 632-2158
E. jenny.pelayo@idemia.com

5515 E. La Palma Ave., Suite 100
Anaheim, CA 92807



Join us on    

www.idemia.com



CONTRACT / AGREEMENT RENEWAL

Department: County Clerk

Vendor: Tyler Technologies, Inc.

Describe Product / Service provided by this contract: _____

Financial Software Applications

Original CMF # 226537

Dated: 12/17/2012

Current CMF # 245466

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 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: Andrea Fravert *Director of Legal Affairs*

Printed Name: Andrea Fravert

Date: 6/25/19

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

MICHAEL WILLIS
TULSA COUNTY CLERK

Department: Tulsa County Sheriff's Office

2019 JUN 24 PM 3: 24

Vendor: ADVANCE ALARMS INC

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

Describe Product / Service provided by this contract: ALARM SERVICES

GUN RANGE

Original CMF # 239486

Dated: 10/17/2016

Current CMF # 244991

Dated: 06/11/2019

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: _____

Vendor _____

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

RESOLUTION
CONTRACT / AGREEMENT RENEWAL

MICHAEL WILLIS
TULSA COUNTY CLERK

Department: Tulsa County Sheriff's Office

2019 JUN 24 PM 3:24

Vendor: ADVANCE ALARMS INC

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

Describe Product / Service provided by this contract: ALARM SERVICES

FIRE

Original CMF # 239487

Dated: 10/17/2016

Current CMF # 244992

Dated: 06/11/2019

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.

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Chairman, Board of County Commissioners
Tulsa County

ATTEST:

Michael Willis
County Clerk

Date: _____

Vendor _____

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

RESOLUTION
CONTRACT / AGREEMENT RENEWAL

MICHAEL WILLIS
TULSA COUNTY CLERK

Department: Tulsa County Sheriff's Office

2019 JUN 24 PM 3: 24

Vendor: ADVANCE ALARMS INC

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

Describe Product / Service provided by this contract: ALARM SERVICES

ARMORY

Original CMF # 239488

Dated: 10/17/2016

Current CMF # 244993

Dated: 06/11/2019

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: _____

Vendor: _____

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

RESOLUTION
CONTRACT / AGREEMENT RENEWAL

MICHAEL WILLIS
TULSA COUNTY CLERK

Department: Tulsa County Sheriff's Office

2019 JUN 24 PM 3:24

Vendor: ADVANCE ALARMS INC

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

Describe Product / Service provided by this contract: ALARM SERVICES

CSI

Original CMF # 239489

Dated: 10/17/2016

Current CMF # 244994

Dated: 06/11/2019

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: _____

Vendor _____

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

RESOLUTION
CONTRACT / AGREEMENT RENEWAL

MICHAEL WILLIS
TULSA COUNTY CLERK

Department: Tulsa County Sheriff's Office

2019 JUN 24 PM 3: 24

Vendor: ADVANCE ALARMS INC

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

Describe Product / Service provided by this contract: ALARM SERVICES

FAULKNER BUILDING - MAINTENANCE

Original CMF # 239490

Dated: 10/17/2016

Current CMF # 244995

Dated: 06/11/2019

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: _____

Vendor _____

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

RESOLUTION
CONTRACT / AGREEMENT RENEWAL

MICHAEL WILLIS
TULSA COUNTY CLERK

2019 JUN 24 PM 3: 24

Department: Tulsa County Sheriff's Office

Vendor: ADVANCE ALARMS INC

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

Describe Product / Service provided by this contract: ALARM SERVICES

FAULKNER BUILDING

Original CMF # 239491

Dated: 10/17/2016

Current CMF # 244996

Dated: 06/11/2019

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: _____

Vendor _____

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

RESOLUTION
CONTRACT / AGREEMENT RENEWAL

Department: Tulsa County Sheriff's Office

Vendor: ADVANCE ALARMS INC

Describe Product / Service provided by this contract: ALARM SERVICES

FAULKNER BUILDING - FLEET

Original CMF # 239492

Dated: 10/17/2016

Current CMF # 244997

Dated: 06/11/2019

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: _____

Vendor _____

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

MICHAEL WILLIS
TULSA COUNTY CLERK

2019 JUN 24 PM 3: 24

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

RESOLUTION
CONTRACT / AGREEMENT RENEWAL

MICHAEL WILLIS
TULSA COUNTY CLERK

2019 JUN 24 PM 3:24

Department: Tulsa County Sheriff's Office

Vendor: ADVANCE ALARMS INC

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

Describe Product / Service provided by this contract: ALARM SERVICES
WAREHOUSE

Original CMF # 239493

Dated: 10/17/2016

Current CMF # 244998

Dated: 06/11/2019

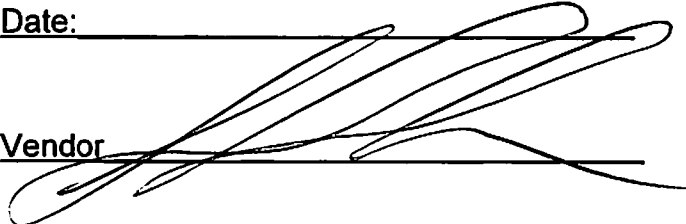
The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract / agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

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: _____
Vendor: _____


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

RESOLUTION
CONTRACT / AGREEMENT RENEWAL

Department: Tulsa County Sheriff's Office

Vendor: ADVANCE ALARMS INC

Describe Product / Service provided by this contract: ALARM SERVICES

FAULKNER BUILDING - IA

Original CMF # 239494

Dated: 10/17/2016

Current CMF # 244999

Dated: 06/11/2019

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: _____

Vendor _____


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

RESOLUTION
CONTRACT / AGREEMENT RENEWAL

MICHAEL WILLIS
TULSA COUNTY CLERK

Department: Tulsa County Sheriff's Office

2019 JUN 24 PM 3: 24

Vendor: ADVANCE ALARMS INC

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

Describe Product / Service provided by this contract: ALARM SERVICES (FAULKNER

BUILDING - TRAINING

Original CMF # 239495

Dated: 10/17/2016

Current CMF # 245000

Dated: 06/11/2019

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: _____

Vendor

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

RESOLUTION
CONTRACT / AGREEMENT RENEWAL

MICHAEL WILLIS
TULSA COUNTY CLERK

Department: Tulsa County Sheriff's Office

2019 JUN 24 PM 3: 24

Vendor: ADVANCE ALARMS INC

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

Describe Product / Service provided by this contract: ALARM SERVICES

HR

Original CMF # 239496

Dated: 10/17/2016

Current CMF # 245001

Dated: 06/11/2019

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: _____

Vendor _____

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



MICHAEL WILLIS
TULSA COUNTY CLERK

2019 JUN 24 PM 3:24

CONTRACT / AGREEMENT RENEWAL

Department: TULSA COUNTY SHERIFF'S OFFICE

Vendor: BREWSTER & DEANGELIS P.L.L.C.

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

Describe Product / Service provided by this contract: RETENTION FOR LITIGATION

18-CV-231-CVE-FHM

Original CMF # 244631

Dated: 05/14/2018

Current CMF # 244631

Dated: 05/14/2018

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. *Note: Fiscal Year is July 1-June 30

Vendor: Guy Fortney

Printed Name: Guy Fortney

Date: 6/18/2019

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



MICHAEL WILLIS
TULSA COUNTY CLERK

CONTRACT / AGREEMENT RENEWAL

2019 JUN 24 PM 3:2

Department: TULSA COUNTY SHERIFF'S OFFICE

Vendor: BREWSTER & DEANGELIS P.L.L.C.

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

Describe Product / Service provided by this contract: RETENTION FOR LITIGATION

13-CV-315-JED-TLW

Original CMF # 241194

Dated: 05/08/2017

Current CMF # 245091

Dated: 06/18/2018

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:

Guy Fortney

Printed Name: GUY FORTNEY

Date: 6/18/2019

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



MICHAEL WILLIS
TULSA COUNTY CLERK

CONTRACT / AGREEMENT RENEWAL

JUN 24 PM 3:25

Department: TULSA COUNTY SHERIFF'S OFFICE

Vendor: BREWSTER & DEANGELIS P.L.L.C.

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

Describe Product / Service provided by this contract: RETENTION FOR LITIGATION

11-CV-797-JED-TLM

Original CMF # 241198

Dated: 05/08/2017

Current CMF # 245094

Dated: 06/07/2018

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:

Guy W. Feltner

Printed Name: Guy Feltner

Date: 6/18/2019

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



STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

CONTRACT / AGREEMENT RENEWAL

JUN 25 AM 9:14

Department: TULSA COUNTY SHERIFF'S OFFICE

Vendor: BREWSTER & DEANGELIS P.L.L.C.

STATE OF OKLAHOMA
TULSA COUNTY
CLERK

Describe Product / Service provided by this contract: RETENTION FOR LITIGATION

11-CV-720-JED-PJC

Original CMF # 241200

Dated: 05/08/2017

Current CMF # 245095

Dated: 06/07/2018

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:

Guy Fortney

Printed Name:

Guy Fortney

Date:

6/18/2019

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



MICHAEL WILLIS
TULSA COUNTY CLERK

2019 JUN 24 PM 3:

CONTRACT / AGREEMENT RENEWAL

Department: TULSA COUNTY SHERIFF'S OFFICE

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

Vendor: BREWSTER & DEANGELIS P.L.L.C.

Describe Product / Service provided by this contract: RETENTION FOR LITIGATION

18-CV-125-CVE-JFJ

Original CMF # 244211

Dated: 04/02/2018

Current CMF # 245096

Dated: 06/07/2018

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:

Guy Foreney

Printed Name: GUY FORENEY

Date: 6/18/2019

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



MICHAEL WILLIS
TULSA COUNTY CLERK

2019 JUN 24 PM 3:24

CONTRACT / AGREEMENT RENEWAL

Department: TULSA COUNTY SHERIFF'S OFFICE

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

Vendor: BREWSTER & DEANGELIS P.L.L.C.

Describe Product / Service provided by this contract: RETENTION FOR LITIGATION

18-CV-00583-TCK-FHM

Original CMF # 246673


Dated: 12/17/2018

Current CMF # 246673

Dated: 12/17/2018

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: Guy Fortney

Date: 6/18/2019

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: Tulsa County Sheriff's Office

Vendor: Ergometrics & Applied Personnel Research, Inc

Describe Product/Service provided by this contract: Consultant

Original CMF # 235095

Dated: 06/22/15

Current CMF # 245100

Dated: 06/13/18

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

* 19 - 20 and shall be effective upon full execution of this contract/agreement renewal. ***Note: Fiscal Year is July 1-June 30**

Vendor: *Trish Davidson*

Printed Name: Trish Davidson
Director of Operations

Date: 6/20/19

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 Sheriff's Office

Vendor: FOP Credit Union

Describe Product/Service provided by this contract: Credit Cards

Original CMF # 177031

Dated: 06/26/00

Current CMF # 245101

Dated: 06/07/18

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

* 19 - 20 and shall be effective upon full execution of this contract/agreement renewal. *Note: Fiscal Year is July 1-June 30

Vendor: *Dora J Green*

Printed Name: DORA J GREEN, VP

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



CONTRACT/AGREEMENT RENEWAL

Department: Tulsa County Sheriff's Office

Vendor: Hall, Estill, Hardwick, Gable, Golden & Nelson, P.C.

Describe Product/Service provided by this contract: Letter of Retention

Original CMF # 244909

Dated: 06/11/18

Current CMF # 244909

Dated: 06/11/18

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

* 19 - 20 and shall be effective upon full execution of this contract/agreement renewal. ***Note: Fiscal Year is July 1-June 30**

Vendor: [Signature]

Printed Name: KEITH A. WILKES

Date: 6/14/2019

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



CONTRACT / AGREEMENT RENEWAL - MULTI-40

(Use this form ONLY if ALL renewals are for the same vendor and product or service)

Department: Sheriff Vendor: Imagenet

Describe Product/Service provided by this Vendor: Lease and Service Agreements

- | | |
|--|---|
| 1. Orig. CMF # <u>244632</u> /Current CMF # <u>244632</u> | Detail: <u>Canon C5235 RRB08266 - HSI Grant</u> |
| 2. Orig. CMF # <u>241273</u> /Current CMF # <u>245113</u> | Detail: <u>Canon 5540 WXE00765 - Courthouse</u> |
| 3. Orig. CMF # <u>239445</u> /Current CMF # <u>245107</u> | Detail: <u>Canon C5550 WXD01588 - UOD</u> |
| 4. Orig. CMF # <u>241272</u> /Current CMF # <u>245112</u> | Detail: <u>Canon 4545 UNV02640 - Faulkner</u> |
| 5. Orig. CMF # <u>236691</u> /Current CMF # <u>245106</u> | Detail: <u>Canon 4035 HRP15916 - Jail Inv</u> |
| 6. Orig. CMF # <u>235991</u> /Current CMF # <u>245114</u> | Detail: <u>Canon C5235 RRB18005 - Undersheriff</u> |
| 7. Orig. CMF # <u>233408</u> /Current CMF # <u>245104</u> | Detail: <u>Canon 6255 NMU16720 - Extraditions</u> |
| 8. Orig. CMF # <u>243984</u> /Current CMF # <u>245117</u> | Detail: <u>Canon 4551 UMV04911 - Release</u> |
| 9. Orig. CMF # <u>243985</u> /Current CMF # <u>245118</u> | Detail: <u>Canon 6555 XYA01112 - Booking</u> |
| 10. Orig. CMF # <u>241271</u> /Current CMF # <u>245111</u> | Detail: <u>Canon 4545 UMV02642 - Law Library</u> |
| 11. Orig. CMF # <u>243291</u> /Current CMF # <u>245116</u> | Detail: <u>Canon 5540 XLU02134 - Warrants</u> |
| 12. Orig. CMF # <u>242834</u> /Current CMF # <u>245115</u> | Detail: <u>Canon 3225 DFH34673 - Commissary</u> |
| 13. Orig. CMF # <u>233407</u> /Current CMF # <u>245103</u> | Detail: <u>Canon 6255(2) NMU 17204;17205 - SGTs</u> |
| 14. Orig. CMF # <u>240513</u> /Current CMF # <u>245109</u> | Detail: <u>Canon 4545 UMV01267 - ICE</u> |
| 15. Orig. CMF # <u>240514</u> /Current CMF # <u>245110</u> | Detail: <u>Canon 5540 WXE03649 - Admin</u> |
| 16. Orig. CMF # _____ /Current CMF # _____ | Detail: _____ |
| 17. Orig. CMF # _____ /Current CMF # _____ | Detail: _____ |
| 18. Orig. CMF # _____ /Current CMF # _____ | Detail: _____ |
| 19. Orig. CMF # _____ /Current CMF # _____ | Detail: _____ |
| 20. Orig. CMF # _____ /Current CMF # _____ | Detail: _____ |
| 21. Orig. CMF # _____ /Current CMF # _____ | Detail: _____ |
| 22. Orig. CMF # _____ /Current CMF # _____ | Detail: _____ |
| 23. Orig. CMF # _____ /Current CMF # _____ | Detail: _____ |
| 24. Orig. CMF # _____ /Current CMF # _____ | Detail: _____ |
| 25. Orig. CMF # _____ /Current CMF # _____ | Detail: _____ |
| 26. Orig. CMF # _____ /Current CMF # _____ | Detail: _____ |
| 27. Orig. CMF # _____ /Current CMF # _____ | Detail: _____ |
| 28. Orig. CMF # _____ /Current CMF # _____ | Detail: _____ |
| 29. Orig. CMF # _____ /Current CMF # _____ | Detail: _____ |
| 30. Orig. CMF # _____ /Current CMF # _____ | Detail: _____ |


NOTE: Must be submitted with page 2

31. Orig. CMF # _____	/Current CMF # _____	Detail: _____
32. Orig. CMF # _____	/Current CMF # _____	Detail: _____
33. Orig. CMF # _____	/Current CMF # _____	Detail: _____
34. Orig. CMF # _____	/Current CMF # _____	Detail: _____
35. Orig. CMF # _____	/Current CMF # _____	Detail: _____
36. Orig. CMF # _____	/Current CMF # _____	Detail: _____
37. Orig. CMF # _____	/Current CMF # _____	Detail: _____
38. Orig. CMF # _____	/Current CMF # _____	Detail: _____
39. Orig. CMF # _____	/Current CMF # _____	Detail: _____
40. Orig. CMF # _____	/Current CMF # _____	Detail: _____

NOTE: Detail refers to location, case number, VIN # or other identifying information

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 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 this fiscal year
 * 19 - 20 and shall be effective upon full execution of this contract/agreement renewal.
 *FY=Jul 1 - Jun 30

Vendor Signature:  Date: 06/25/2019
 Printed Name: Kyle Weirich

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

MEMO

To: Board of County Commissioners
From: Linda J. Johnston 
Date: June 24, 2019
Re: Resolution for Contract/Agreement: TCCHD – MCH OUTREACH

Please find attached the resolutions between the Board of County Commissioners of Tulsa County on behalf of Tulsa County Social Services and:

Tulsa City/County Health Department – MCH Outreach

We are respectfully seeking your authorization on this matter.

LJ:gs

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

Original to: Michael Willis, County Clerk, for Commission Meeting of Monday, July 1, 2019.

RESOLUTION

CONTRACT/AGREEMENT RENEWAL

Department: SOCIAL SERVICES

Vendor: Tulsa City-County Health Department - MCH OUTREACH

Describe Product/Service provided by this contract:

MCH OUTREACH aids shelter residents in completing on-site
SoonerCare/Agency View enrollment.

Original CMF#: 247496

Dated: April 8, 2019

Current CMF#: 247496

Dated: April 8, 2019

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: _____



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: Tulsa City-County Health Department - MCH OUTREACH

Describe Product/Service provided by this contract:

MCH OUTREACH aids shelter residents in completing on-site
Soonercare/Agency View enrollment.

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Dated: April 8, 2019

Current CMF#: 247496

Dated: April 8, 2019

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.

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Chairman, Board of County Commissioners
Tulsa County

ATTEST:

Michael Willis
County Clerk

Date: _____

Bruce Dart

Vendor Signature

NOTE: Original to County Clerk for placement on Board of County Commissioner's Meeting Agenda

CE



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 26, 2019

Board of County Commissioners
Tulsa County Administration Building
Tulsa, Oklahoma 74103

The Tulsa County Purchasing Department respectfully request the Board of County Commissioners advertise for bids for All Using Tulsa County Department and related agencies for the following:

Compressed Gases and Medical Gases

Specifications will be prepared by this office and All Using Tulsa County Departments. Bids must be received no later than 4:00 p.m. on the 19th day of July, 2019. Bids will be opened and the names of the submittals will be read out loud at the Board of County Commission meeting on the 22nd day of July, 2019. This bid shall be advertised one time.

Respectfully yours,

Megan E. Blackford
Assistant Purchasing Director

MLB/skb

Original: Michael Willis, County Clerk, for the July 1, 2019 agenda.

TULSA COUNTY INVENTORY RESOLUTION

Original to the County Clerk's Office for placement on the Board of County Commissioners meeting agenda for

July 1, 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) Juvenile Bureau

To: (DEPARTMENT / LOCATION) _____

Item Name/Description: Computer Equipment

Asset No.: _____

Tag No.: _____ Serial No.: _____

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 .

Date

Initiating Elected Official or Division Director

Date

Receiving Elected Official or Division Director

Date

Chairman, Board of County Commissioners

ASSET	DESCRIPTION	SERIAL/PARCEL	DATE ACQUIRED	ACQ. COST
11067	Dell Computer	GM9DBM1	4/9/2010	1,564.92
0011196	Dell Computer	25PR5B1	6/22/2006	2,158.84
12654	Dell Computer	5ZHXS1	3/2/2012	1,294.28
16477	Dell Computer	57XHK02	4/7/2014	1,530.58
16482	Dell Computer	596FK02	4/7/2014	1,530.58
17790	H.P. Computer	MXL5171DHY	3/31/2015	1,117.00

TULSA COUNTY INVENTORY RESOLUTION

Original to the County Clerk's Office for placement on the Board of County Commissioners meeting agenda for

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 type="checkbox"/> JUNKED	<input checked="" type="checkbox"/> <u>RETIRED</u>

From: (DEPARTMENT / LOCATION) TULSA COUNTY SHERIFF

To: (DEPARTMENT / LOCATION) _____

Item Name/Description: DANIEL RUSKOSKI GLOCK AND BODY ARMOR


Asset No.: REFER TO ATTACHMENT

Tag No.: REFER TO ATTACHMENT Serial No.: REFER TO ATTACHMENT

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 .

06 20 19
Date


Initiating Elected Official or Division Director

Date

Receiving Elected Official or Division Director

Date

Chairman, Board of County Commissioners

TULSA COUNTY

**PURCHASING
DEPARTMENT**

VENDOR#: 22333
CC#: 4121 037 0000

MEMO

DATE: JUNE 25, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MATNEY M. ELLIS
PURCHASING DIRECTOR

SUBJECT: SOLE SOURCE DESIGNATION- OTICON, INC.



THE TULSA COUNTY PURCHASING DEPARTMENT AND THE TULSA CITY-COUNTY HEALTH DEPARTMENT RESPECTFULLY REQUESTS THE BOARD OF COUNTY COMMISSIONERS APPROVE THE ATTACHED "REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES" AND SOLE SOURCE DESIGNATION TO OTICON, INC.

OTICON, INC.
580 HOWARD AVENUE
SOMERSET, NJ 08873
ATTN: BRIAN O. STANLEY

(888) 684-7331 EXT. 2560 PHONE
(732) 560-0029 FAX

OTICON, INC. IS THE SOLE DESIGNER, MANUFACTURER AND DISTRIBUTOR OF ALL OTICON-LABELED HEARING AIDS. OTICON IS ALSO THE SOLE SOURCE FOR ALL SERVICE DONE ON OTICON-LABELED EQUIPMENT.

THIS REQUEST IS RESPECTFULLY SUBMITTED FOR YOUR APPROVAL.

MME/jdf
ATTACHMENT

ORIGINAL: MICHAEL WILLIS, COUNTY CLERK FOR THE JULY 1, 2019 AGENDA.


REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES

DATE: JUNE 25, 2019

TO THE BOARD OF COUNTY COMMISSIONERS

It is recommended that soliciting bids/quotes be waived on the following request of
TULSA CITY-COUNTY HEALTH 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:

OTICON, INC. IS THE SOLE DESIGNER, MANUFACTURER AND DISTRIBUTOR OF ALL OTICON-LABELED HEARING AIDS. OTICON IS ALSO THE SOLE SOURCE FOR ALL SERVICE DONE ON OTICON-LABELED EQUIPMENT.

OTICON, INC.
580 HOWARD AVENUE
SOMERSET, NEW JERSEY 08873
ATTN: LAURA SHIPLETT
www.oticonusa.com
(888) 684-7331 x 2560
(800) 526-3921 PHONE
(732) 748-2011 FAX

☐ 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: 06/18/2019

County Department: HEALTH

Supplier Name: OTICON INC

Supplier Address: 580 HOWARD AVE, SOMERSET NJ 08873

Supplier Phone: 888-684-7331 X 2560

I hereby affirm that pursuant to the provisions of the attached requisition or contract that

OTICON 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:

OTICON INC. IS THE SOLE DESIGNER, MANUFACTURER & DISTRIBUTOR OF ALL OTICON-LABELED HEARING AIDS. OTICON ALSO RETAINS ALL OTICON-LABELED HEARING AID SERVICE & REPAIR RIGHTS ON THEIR PRODUCTS.

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:

PROPRIETARY PRODUCTS, NO OTHER DISTRIBUTOR, SERVICE OR REPAIR OPTIONS FOR THIS EQUIPMENT.

I understand that the signing of this certification knowing such information to be false may subject me to punishment for perjury.

Bruce Dart
2019.06.18 10:39:05 -05'00'

(Signature of Certifying Officer)

March 11, 2019

Account # 20157
Tulsa County Purchasing Department
Attn: Jessica Freeman
500 South Denver
Tulsa, OK 74103

To Whom It May Concern:

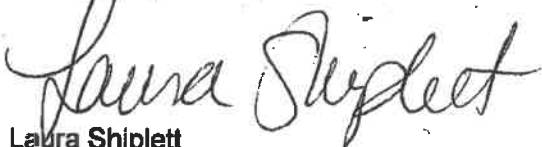
This letter is to inform you that, as of April 1, 2006, Oticon Inc. is the sole distributor of Oticon Amigo-labeled Personal FM products to Eastport South Manor CSD. The Oticon FM-labeled product line is Amigo which includes Amigo Star, R2BA receiver, R2 FM receiver, R12 FM receiver, Amigo Arc, Amigo T5, R5 system and the Amigo T30/31 transmitter/programmer. The Amigo FM equipment comes with a standard three year repair warranty and three year loss and damage. Oticon Inc. sells to both educational facilities and other hearing care professionals.

Oticon Inc. is the sole designer, manufacturer and distributor of all Oticon-labeled hearing aids, including Sensei, Sensei Pro, Sensei SP, Sensei Pro SP, Safari SP, Nera Pro, Ria Pro, Agil Pro, Acto Pro, Get, Alta Pro, OPN, Siya and Sumo DM with Bone Conduction modification. Oticon is also sole manufacturer that provides the required accessories such as AA & AAA NiMH rechargeable batteries, Connectline microphone, Connectclip, Streamer Pro, FM9, FM8, AP900 and AP800 boots for the Amigo FM equipment.

Oticon Inc. is also the sole source for all service of the above mentioned equipment. If the equipment is serviced by a facility other than Oticon, or any facility designated by Oticon, all existing warranty on the product becomes void.

If you have any questions, or if we can be of further assistance to you, please do not hesitate to call us at 888-OTI-PED1 (684-7331).

Sincerely,



Laura Shiplett
Manager of Pediatrics

Oticon, Inc.
580 Howard Avenue
Somerset, NJ 08873

Phone: 800.526.3921
Fax: 732.560.0029

peoplefirst@oticonusa.com
www.oticon.com

oticon
PEOPLE FIRST

TULSA COUNTY

**PURCHASING
DEPARTMENT**

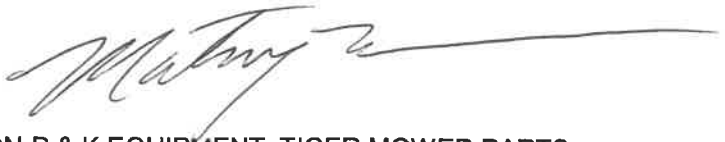
VENDOR#: 23543
CC#: 4300 100 0000

MEMO

DATE: JUNE 26, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MATNEY M. ELLIS
PURCHASING DIRECTOR



SUBJECT: SOLE SOURCE DESIGNATION-P & K EQUIPMENT, TIGER MOWER PARTS

THE TULSA COUNTY PURCHASING DEPARTMENT AND THE TULSA COUNTY HIGHWAY DEPARTMENT RESPECTFULLY REQUESTS THE BOARD OF COUNTY COMMISSIONERS APPROVE THE ATTACHED "REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES" AND SOLE SOURCE DESIGNATION TO P & K EQUIPMENT.

P & K EQUIPMENT
11518 E. 66th STREET NORTH
OWASSO, OKLAHOMA 74055
ATTN: SLOAN SMALLWOOD

P & K EQUIPMENT IS THE ONLY AUTHORIZED DISTRIBUTOR IN THE TULSA AREA ABLE TO SUPPLY TIGER MOWER PARTS.

THIS REQUEST IS RESPECTFULLY SUBMITTED FOR YOUR APPROVAL.

MME/jdf
ATTACHMENT

ORIGINAL: MICHAEL WILLIS, COUNTY CLERK FOR THE JULY 1, 2019 AGENDA

REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES

DATE: JUNE 26, 2019

TO THE BOARD OF COUNTY COMMISSIONERS

It is recommended that soliciting bids/quotes be waived on the following request of
TULSA COUNTY HIGHWAY 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:

P & K EQUIPMENT IS THE ONLY AUTHORIZED DISTRIBUTOR IN THE TULSA AREA ABLE TO SUPPLY TIGER MOWER PARTS.

P & K EQUIPMENT
11518 E. 66th STREET NORTH
OWSSO, OKLAHOMA 74055
ATTN: SLOAN SMALLWOOD

(918) 437-3193 PHONE
(918) 437-0667 FAX
SSmallwood@pkequipment.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: 06/25/2019

County Department: Highways and Engineering

Supplier Name: P&K Equipment (Tiger Mower Svs & Pts)

Supplier Address: 11518 E 66th St N, Owasso, OK 74055

Supplier Phone: 918-437-3193

I hereby affirm that pursuant to the provisions of the attached requisition or contract that

P&K Equipment (Tiger Mower Svs & Pts)
(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:

Only authorized distributor in the Tulsa area that can supply Tiger Mower parts.

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:

Checked website

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)



11518 East 66th Street North, Owasso OK 74055
918-437-3193 (office) | 918-437-0667 (fax)
pkequipment.com

Wednesday, June 26, 2019

Tulsa County Purchasing Department
500 S. Denver Ave, Room 332-A
Tulsa, Oklahoma 74103-3832:

To whom it may concern:

Please be advised that P&K Equipment is the only authorized distributor in the Tulsa area that is able to supply you with Tiger Mower parts.

Should you have additional questions concerning this matter, please feel free to contact me at (918) 437-3193. You may also contact Tiger Corporation at 1-800-843-6949.

Sincerely,

Parts Manager
P&K Equipment

**TULSA
COUNTY
Engineering
Division**

MEMORANDUM

DATE: June 20, 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 and parallel W 33rd St, S 63rd W Ave S 65th Ave, & W 34th St approximately 1.79 mi S & 1.46 mi E of the Gilcrease Expressway & US Hwy 44.

Installation will be by boring a 2", 4", & 3/4" natural gas pipeline.

**TR:bd
Attachments**

Original: Michael Willis, County Clerk, for the July 1, 2019 Agenda

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. 15th 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 & Parallel W. 33rd St., S. 63rd W. Ave., S. 65th Ave., & W. 34th St. approximately 1.79 miles S. & 1.46
Cross or parallel County Highway name or number
miles E. of the Gilcrease Expr. & US HWY 44 and further described as 1,307 feet S. of the
N.E.S.W. Junction or other definite point N.E.S.W.
NW corner of Section 20, Township 19N, Range, 12E, Tulsa County.

The installation will be made in the following manner: Boring
(boring, pushing, cut slab, overhead crossing and other description)

Size of Line: 2", 4", & ¾" 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.

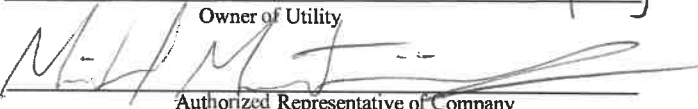
Parallel facilities must be installed no more than 4 feet inside the right-of-way line and buried a minimum depth of 30 inches below the ditch flow line. The ditch must be backfilled to a density equal to the adjacent soil, and approved by the COUNTY.

- 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 – 405.288.2412 , address 301 James Dean Dr., Norman, OK 73072

This permit may be revoked for noncompliance.

Accepted this 17 day of June , 20 19

Oklahoma Natural Gas Company
Owner of Utility

Authorized Representative of Company
Real Estate Services
Title
Michael Martinovich - 918.831.8325
Contact Person & Phone #

Attest: _____
Secretary

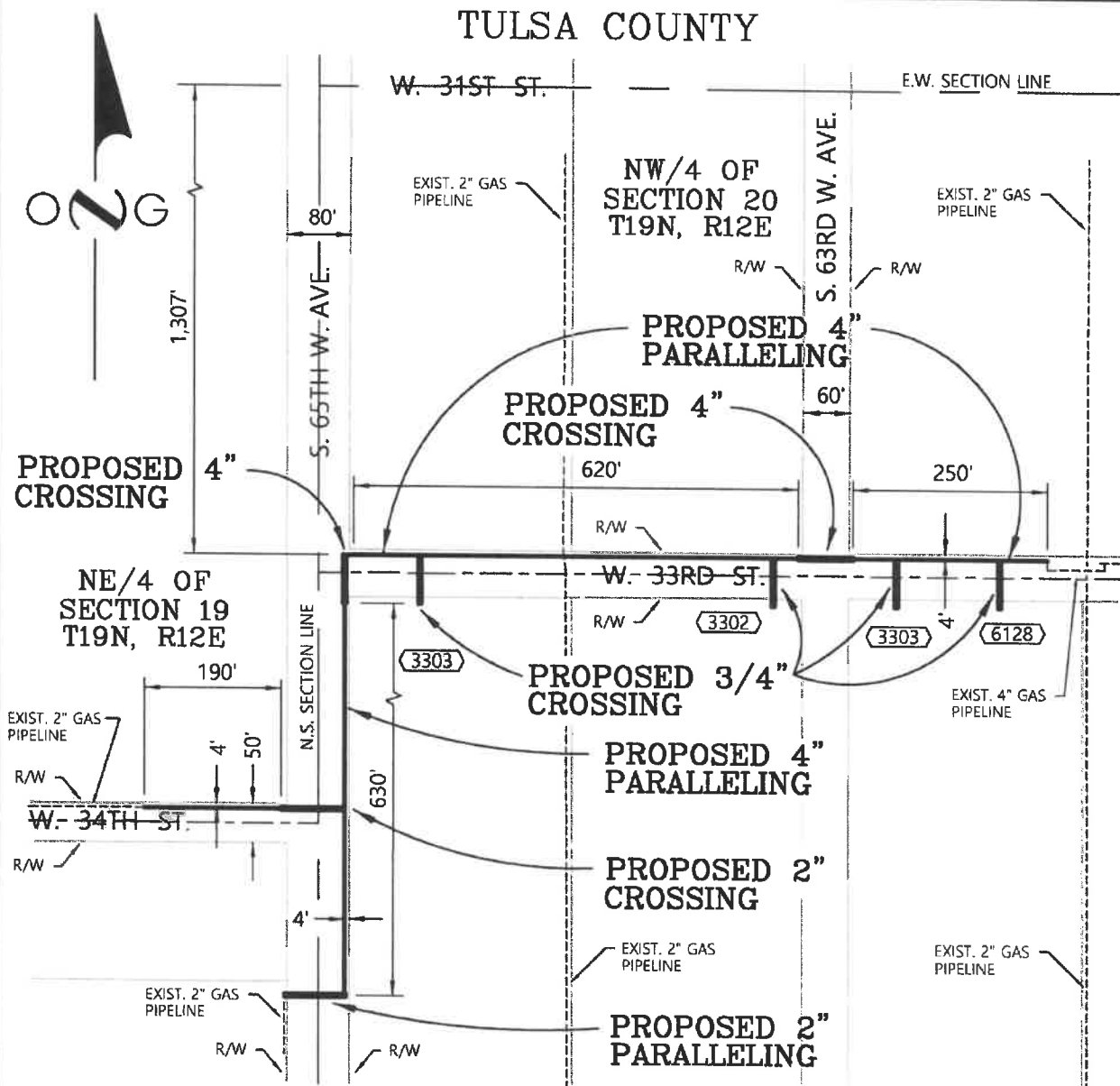
Accepted this _____ day of _____ , 20 _____.

BOARD OF COUNTY COMMISSIONERS
TULSA COUNTY, OKLAHOMA

Chairman

Attest: _____
County Clerk

TULSA COUNTY



CROSSING (W. 33RD ST. AND S. 63RD W. AVE.)

- * 4 1/2"OD ASTM D2513 PE3408 2.3# .409"WT H.D. PIPE INSIDE R/W
- 4 1/2"OD ASTM D2513 PE2406 2.17# .391"WT PLASTIC PIPE OUTSIDE R/W (60# MFG MAOP)
- BORED 48" MIN BELOW HWY SURFACE
- 48" MIN BELOW DRAINAGE DITCH
- * 1600 # MFG MIN TEST PRESSURE
- 100 # ONG MIN TEST PRESSURE
- 30# NORMAL W.P.
- 60# MAX W.P.

CROSSING (S. 65TH W. AVE.)

- * 2 3/8"OD ASTM D2513 PE3408 .64# .216"WT H.D. PIPE INSIDE R/W
- 2 3/8"OD ASTM D2513 PE2406 .63# .216"WT PLASTIC PIPE OUTSIDE R/W (60# MFG MAOP)
- BORED 48" MIN BELOW HWY SURFACE
- 48" MIN BELOW DRAINAGE DITCH
- * 500 # MFG MIN TEST PRESSURE
- 100 # ONG MIN TEST PRESSURE
- 30# NORMAL W.P.
- 60# MAX W.P.

PARALLELING (W. 33RD ST. AND S. 65TH W. AVE.)

- * 1,500' OF 4 1/2"OD ASTM D2513 PE2406 2.17# .391"WT PLASTIC PIPE
- 30" MIN COVER
- * 500 # MFG MIN TEST PRESSURE
- 100 # ONG MIN TEST PRESSURE
- 30# NORMAL W.P.
- 60# MAX W.P.

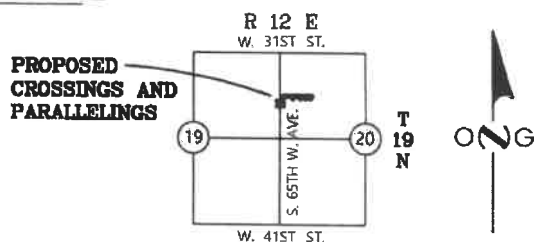
PARALLELING (W. 34TH ST.)

- * 190' OF 2 3/8"OD ASTM D2513 PE2406 .63# .216"WT PLASTIC PIPE
- 30" MIN COVER
- * 500 # MFG MIN TEST PRESSURE
- 100 # ONG MIN TEST PRESSURE
- 30# NORMAL W.P.
- 60# MAX W.P.

CROSSING (W. 33RD ST. WITH 4 SERVICE LINES)

- * 3/4"OD ASTM D2513 PE3408 .13# .095"WT H.D. PIPE INSIDE R/W (100# MFG MAOP)
- 3/4"OD ASTM D2513 PE2406 .12# .095"WT PLASTIC PIPE OUTSIDE R/W (60# MFG MAOP)
- BORED 48" MIN BELOW HWY SURFACE
- 48" MIN BELOW DRAINAGE DITCH
- * 1600 # MFG MIN TEST PRESSURE
- 100 # ONG MIN TEST PRESSURE
- 30# NORMAL W.P.
- 60# MAX W.P.

1.79 MILES SOUTH AND 1.46
MILES EAST OF JUNCTION OF
GILCREASE EXPRESSWAY AND US HWY 44



3303 S. 65TH WEST AVE.
3302 S. 63RD W. AVE.
3303 S. 63RD W. AVE.
6128 W. 33RD ST.

OKLAHOMA NATURAL GAS COMPANY

TULSA DISTRIBUTION

PROPOSED 2" & 4" GAS PIPE LINE CROSSING AND PARALLELING SEVERAL STREETS PROPOSED 3/4" GAS SERVICE LINES

DESIGNED	SURVEY	DATE
DRAWN K.E.R.	J.O.	6-14-19
CHECKED K.M.	021.054.2980.010628	SCALE NONE
FILE	R/W	SHEET
	DWG. 2980-67-18CP	OF 1

**TULSA
COUNTY
Engineering
Division**

MEMORANDUM

DATE: June 20, 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 & parallel E 96th St N approximately 5.01 mi S & 0.83 mi E of the US Hwy 75 & St Hwy 20.

Installation will be by boring a 6" natural gas pipeline.

TR:bd
Attachments

Original: Michael Willis, County Clerk, for the July 1, 2019 Agenda

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. 15th 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 & Parallel E. 96th St. N. approximately 5.01 miles S. & 0.83
Cross or parallel County Highway name or number
miles E. of the US HWY 75 & ST HWY 20 and further described as 1,390 feet W. of the
N.E.S.W. Junction or other definite point N.E.S.W.
SE/NE corner of Section 15/22, Township 21N, Range, 13E, 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 – 405.288.2412 , address 301 James Dean Dr., Norman, OK 73072

This permit may be revoked for noncompliance.

Accepted this 18 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

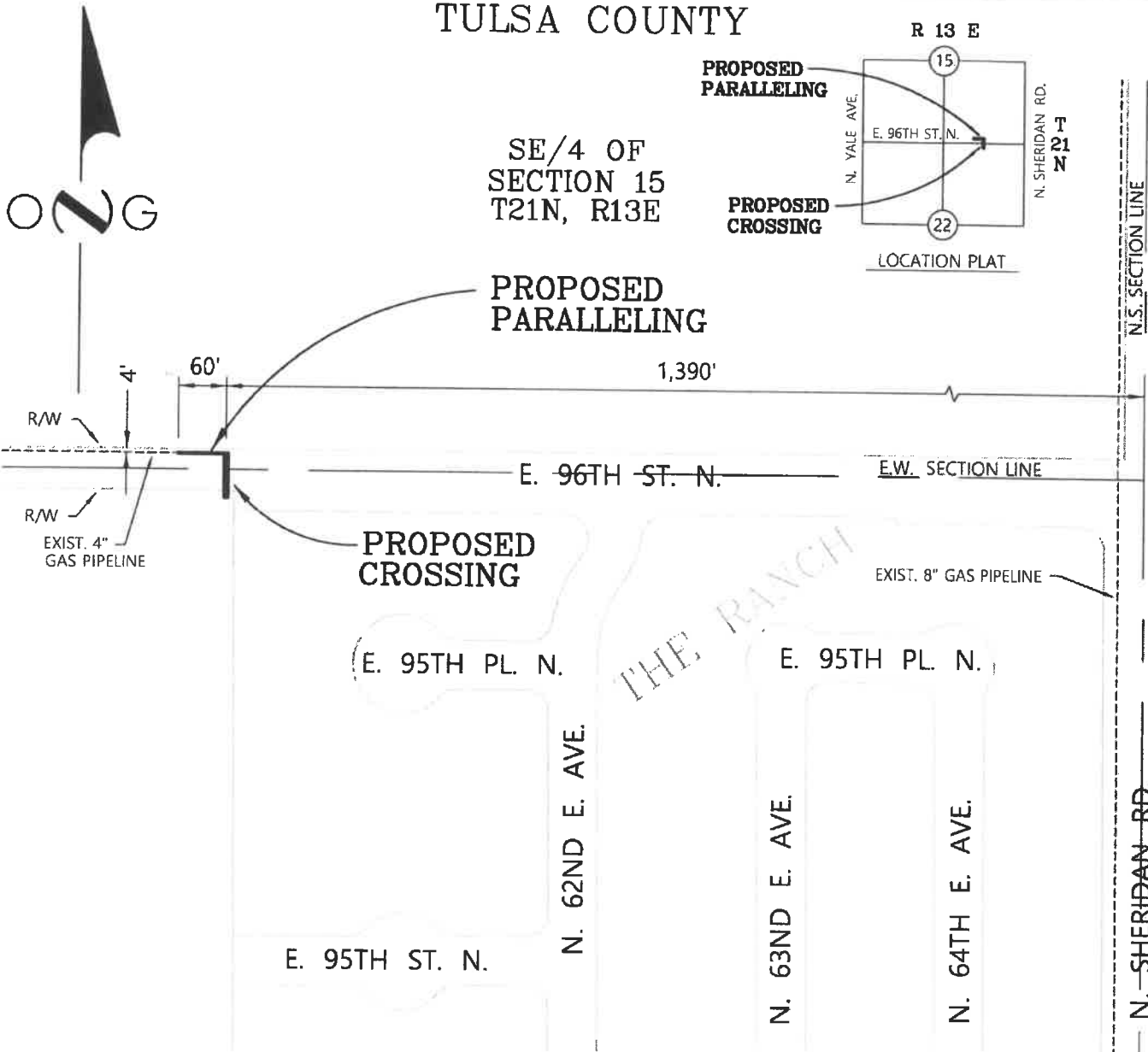
Accepted this _____ day of _____ , 20 _____.

BOARD OF COUNTY COMMISSIONERS
TULSA COUNTY, OKLAHOMA

Chairman

Attest: _____
County Clerk

TULSA COUNTY



THE RANCH		
OKLAHOMA NATURAL GAS COMPANY		
TULSA DISTRIBUTION		
PROPOSED 6" GAS PIPE LINE CROSSING AND PARALLELING E. 96TH ST. N.		
DESIGNED -	SURVEY -	DATE 6 - 18 - 19
DRAWN K.E.R.	J.O. 021.052.2980.010239	SCALE NONE
CHECKED T.H.	R/W -	SHEET 1
FILE	DWG. 2980-69-19CP	OF 1

CROSSING

- * 6 5/8"OD ASTM D2513 PE3408 .602"WT SDR 11.0 H.D. PLASTIC PIPE
INSIDE OF R/W (125# MFG MAOP)
- * 6 5/8"OD ASTM D2513 PE2406 .576"WT SDR 11.5 PLASTIC PIPE
OUTSIDE OF 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.

PARALLELING

- * 60' OF 6 5/8"OD ASTM D2513 PE2406 .471# .576"WT PLASTIC PIPE
30" MIN COVER
 - * 500 # MFG MIN TEST PRESSURE
100 # ONG MIN TEST PRESSURE
40# NORMAL W.P.
60# MAX W.P.
- 5.01 MILES SOUTH AND 0.83
MILES EAST OF JUNCTION OF
US HWY 75 AND ST HWY 20

**TULSA
COUNTY
Engineering
Division**

MEMORANDUM

DATE: June 20, 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 parallel W 10th St approximately .21 mi W of Northridge Drive.

Installation will be by boring a 2" natural gas pipeline.

TR:bd
Attachments

Original: Michael Willis, County Clerk, for the July 1, 2019 Agenda

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. 15th 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 Parallel W. 10th St. approximately N/A ²¹
Cross or parallel County Highway name or number
miles N/A ^W of the N/A and further described as 2,012 feet W. of the
N.E.S.W. Junction or other definite point N.E.S.W.
SE corner of Section 3, Township 19N, Range, 11E, Tulsa County.

The installation will be made in the following manner: Boring
(boring, pushing, cut slab, overhead crossing and other description)

Size of Line: 2" 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 – 405.288.2412 , address 301 James Dean Dr., Norman, OK 73072

This permit may be revoked for noncompliance.

Accepted this 19 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

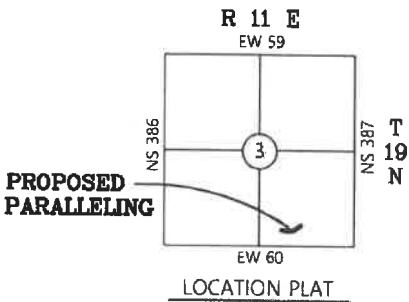
Accepted this _____ day of _____ , 20 _____.

BOARD OF COUNTY COMMISSIONERS
TULSA COUNTY, OKLAHOMA

Chairman

Attest: _____
County Clerk

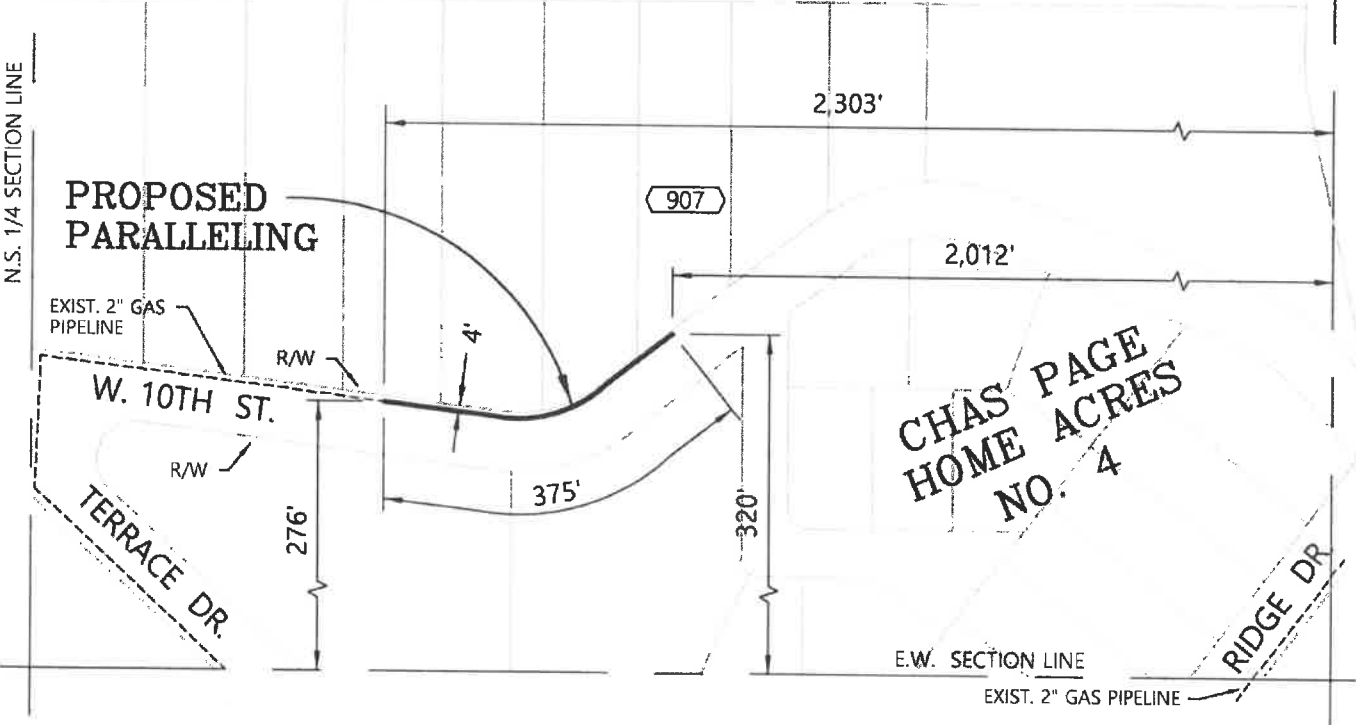
TULSA COUNTY
SE/4 OF SECTION 3
T19N, R11E



SCALE: 1"=200'

N.S. 1/4 SECTION LINE

N.S. SECTION LINE



907 W. 10TH ST.

PARALLELING

- * 375' OF 2 3/8"OD ASTM D2513 PE2406 .63# .216"WT PLASTIC PIPE
30" MIN COVER
 - * 500# MFG MIN TEST PRESSURE
100# ONG MIN TEST PRESSURE
30# NORMAL W.P.
60# MAX W.P.
- ??? MILES WEST AND ???
MILES NORTH OF JUNCTION OF
US HWY 00 AND ST HWY 00

OKLAHOMA NATURAL GAS COMPANY		
SAND SPRINGS DISTRIBUTION		
PROPOSED 2" GAS PIPE LINE PARALLELING W. 10TH ST.		
DESIGNED -	SURVEY -	DATE 6 - 18 - 19
DRAWN K.E.R.	J.O. 021.054.2980.010745	SCALE NONE
CHECKED T.H.	R/W -	SHEET 1
FILE	DWG. 2980-70-19CP	OF 1

**TULSA
COUNTY
Engineering
Division**

MEMORANDUM

DATE: June 20, 2019

TO: Board of County Commissioners

FROM: Tom Rains, County Engineer



SUBJECT: Utility permit for Washington County Rural Water Dist. #3

We present for your approval a utility permit for Washington County Rural Water District # 3 to cross E 86th St N approximately 3/8 mi E of the 86th St N & Harvard Ave junction.

Installation will be made by boring a 1" line for a 1 ¼" casing.

TR:bd
Attachments

Original: Michael Willis, County Clerk, for the July 1, 2019 Agenda

JUN 19 2019

UTILITY PERMIT

NO. _____

Engineering Department

TYPE OF INSTALLATION: Road Bore

This authority executed in the original and three copies this 18 day of June, ~~19~~2019
by the Tulsa County Board of Commissioners, hereinafter called the "COUNTY", witnesseth:

That the COUNTY does by these presents, grant to:

Applicant Rural Water Dist. 3, Washington County

Mailing Address P O Box 70

City Collinsville OK Zip 74021

a permit to erect, construct and maintain a road bore 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 86 St N approximately 3/8
cross or parallel County Highway name or number
miles East of the 86 St N & Harvard Av and further described as 1980 feet East of the
N.E.S.W. Junction or other definite point N.E.S.W.
Southwest corner of Section 21, Township 21N, Range, 13E, Tulsa County.

The installation will be made in the following manner: Boring
(boring, pushing, cut slab, overhead crossing and other description)

Size of Line: One inch Size of Casing: 1 1/4 inch

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 times 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 60 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 crossings 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 allow 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 of 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's 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 1972, 33 V.S.C. 1334.
13. Contractor for this project R.W.E.#3, Wash. Co., address 17227 N 129 E Ave.

This permit may be revoked for noncompliance.

Accepted this _____ day of _____, 19 _____.

Rural Water Dist. #3, Wash. Co.

Owner of Utility



Authorized Representative of Company

Chad Pennington
Field Supervisor

Title

Attest: _____
Secretary

Accepted this _____ day of _____, 19 _____.

BOARD OF COUNTY COMMISSIONERS
TULSA COUNTY, OKLAHOMA

Chairman

Attest: _____
County Clerk



2019 JUN 25 AM 9:13
TULSA COUNTY CLERK
RECEIVED

2019 JUN 25 AM 9:13

TULSA COUNTY CLERK

MEMORANDUM

DATE:

TO: Tulsa County Clerk

Cc: BOCC

FROM: Tracy Lane, CED, Tulsa County

RE: Out of County Travel / Training / Professional Development

*SL for
LK*

I am requesting out-of-county travel reimbursement for the following:

MICHELLE BONICELLI

Destination

Unplanned travel

Reason

July 2019 – June 2020

Time Frame

300.00

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.



MICHAEL WILLIS
TULSA COUNTY CLERK

2019 JUN 24 AM 10:31

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

MEMORANDUM

DATE:

TO: Tulsa County Clerk

Cc: BOCC

FROM: Tracy Lane, CED, Tulsa County

RE: Out of County Travel / Training / Professional Development

I am requesting out-of-county travel reimbursement for the following:

_____ BRIAN JERVIS _____

_____ Destination _____

_____ Unplanned travel _____

_____ Reason _____

_____ July 2019 – June 2020 _____

_____ Time Frame _____

_____ 300.00 _____

_____ 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.



MICHAEL WILLIS
TULSA COUNTY CLERK

2019 JUN 24 AM 10:37

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

MEMORANDUM

DATE:

TO: Tulsa County Clerk

Cc: BOCC

FROM: Tracy Lane, CED, Tulsa County

RE: Out of County Travel / Training / Professional Development

I am requesting out-of-county travel reimbursement for the following:

TRACY MCKAUGHAN

Destination

Unplanned travel

Reason

July 2019 – June 2020

Time Frame

300.00

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.



MICHAEL WILLIS
TULSA COUNTY CLERK

2019 JUN 24 AM 10:37

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

MEMORANDUM

DATE: 6-18-19
TO: Tulsa County Clerk
Cc: BOCC
FROM: Tracy Lane, CED, Tulsa County
RE: Out of County Travel Request

se for
LK

I am requesting out-of-county travel reimbursement for the following:

Tracy McKaughan
Name

Claremore, OK
Destination

RSU-TV Board meeting
Reason

7-26-19
Time Frame

\$25⁰⁰
Approximate Cost

Personal car
Mode of Transportation

Funds for this request are available in our County budget. Thank you for your attention to this request.



MICHAEL WILLIS
TULSA COUNTY CLERK

2019 JUN 24 AM 10:37

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

MEMORANDUM

DATE: 6-21-19
TO: Tulsa County Clerk
Cc: BOCC
FROM: Tracy Lane, CED, Tulsa County
RE: Out of County Travel Request

sl for
KX

I am requesting out-of-county travel reimbursement for the following:

Tracy McKaughan
Name

Pawhuska, OK
Destination

Food preservation training
Reason

7-9-19
Time Frame

\$6000
Approximate Cost

personal car
Mode of Transportation

Funds for this request are available in our County budget. Thank you for your attention to this request.



MICHAEL WILLIS
TULSA COUNTY CLERK

2019 JUN 24 AM 10:37

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

MEMORANDUM

DATE: 6-18-19
TO: Tulsa County Clerk
Cc: BOCC
FROM: Tracy Lane, CED, Tulsa County
RE: Out of County Travel Request

se for
LL

I am requesting out-of-county travel reimbursement for the following:

Tracy McKaughan
Name

Stillwater, OK
Destination

4-H Honor Night
Reason

7-25-19
Time Frame

\$80.00
Approximate Cost

personal car
Mode of Transportation

Funds for this request are available in our County budget. Thank you for your attention to this request.

MICHAEL WILLIS
TULSA COUNTY CLERK

2019 JUN 24 AM 10:37



STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

MEMORANDUM

DATE:

TO: Tulsa County Clerk

Cc: BOCC

FROM: Tracy Lane, CED, Tulsa County

RE: Out of County Travel / Training / Professional Development

I am requesting out-of-county travel reimbursement for the following:

LISA NICHOLSON

Destination

Unplanned travel

Reason

July 2019 – June 2020

Time Frame

300.00

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: 6-25-19
TO: Tulsa County Clerk
Cc: BOCC
FROM: Tracy Lane, CED, Tulsa County
RE: Out of County Travel Request

100

I am requesting out-of-county travel reimbursement for the following:

Brian Jervis
Name

Lawton, OK
Destination

Ag Agents State Meeting
Reason

7-9-19 to 7-11-19
Time Frame

\$400.00
Estimated 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**

Page 1 of 1

Administrative Services

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 ORG. and ACCOUNT	Employee NO.	PRESENT TITLE and JOB TITLE CODE NO.	PRESENT SALARY	NATURE OF ACTION	NEW TITLE and JOB TITLE CODE NO.	GRADE	NEW SALARY	EFFECTIVE DATE
Peak, Jeffrey 10001670-505010 Location: 1021 MICHAEL WILLIS TULSA COUNTY CLERK 2019 JUN 25 PM 3:24 STATE OF OKLAHOMA TULSA COUNTY RECEIVED	10307	Digital Archive Supervisor (C022)	\$4,371.16/mo	Grade Change		70	\$4,808.28/mo	06/01/2019

* Separation report required when this action applies to a Board of County Commissioner's employee.



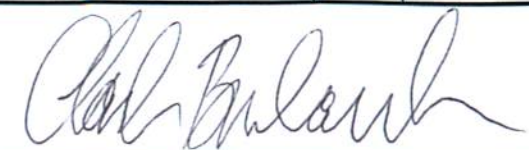
Department Head

6/24/19

Date

6/25/19

Date



Human Resources Director

**TULSA COUNTY
REQUEST FOR PERSONNEL ACTION**

Page 1 of 1

Administrative Services

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

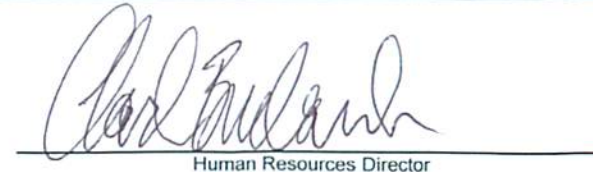
NAME and ORG. and ACCOUNT	Employee NO.	PRESENT TITLE and JOB TITLE CODE NO.	PRESENT SALARY	NATURE OF ACTION	NEW TITLE and JOB TITLE CODE NO.	GRADE	NEW SALARY	EFFECTIVE DATE
Mooneyham, Jarreth 10001670-505010 Location: 1021 MICHAEL WILLIS TULSA COUNTY CLERK 2019 JUN 25 PM 3:24 STATE OF OKLAHOMA TULSA COUNTY RECEIVED	12487	Microfilm/Scanning Tech (C025)	\$2,131.41/mo	Re-assignment of duties	Digital/Microfilm Trainer (C790)	40	\$2,344.55/mo	06/01/2019

* Separation report required when this action applies to a Board of County Commissioner's employee.


Department Head


Date


Date


Human Resources Director

**TULSA COUNTY
REQUEST FOR PERSONNEL ACTION**

Board of County Commissioners

Department

Please select one of following actions under "Nature of Action"

APPOINTMENTS

Regular
Part-Time
Seasonal

SEPARATIONS

Resignation
*Termination
*Reduction in Force
Retirement
Death

PAY CHANGES

Performance increase
Promotion
Re-classification
Salary Adjustment
Demotion

OTHER

Leave of Absence
Rehire
Transfer
End FMLA

NAME and ORG. and ACCOUNT	EMPLOYEE NO.	PRESENT JOB TITLE	PRESENT TITLE CODE NO.	(MONTHLY) PRESENT SALARY	NATURE OF ACTION	NEW JOB TITLE	JOB TITLE CODE NO.	GRADE	(MONTHLY) NEW SALARY	EFFECTIVE DATE
Devin Egan 10001000 - 505010 - FT - BOCC		Manger of Comm	B775	5,208.33	Regular Full Time Appointment					07/09/2019

*Separation report required when this action applies to a Board of County Commissioner's employee.


Department Head

6-26-19
Date

TULSA COUNTY CLERK

2019 JUN 26 PM 12:33

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

**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 ORG. and ACCT. NO.	Employee NO.	PRESENT TITLE	PRESENT SALARY	NATURE OF ACTION	NEW TITLE and JOB TITLE CODE NO.	GRADE	NEW SALARY	EFFECTIVE DATE
10002925/505030 NEIMI, BRUCE		Temporary on Call			F642 TCEB BOARD MEMBER	A	35.00/meeting	6/24/2019



[Signature]

Department Head
Form 71 (Rev 1-98)

06/25/19

Date

6/26/19

DATE

[Signature]

DATE

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED
MICHAEL MILLS
TULSA COUNTY CLERK
2019 JUN 26 PM 12:33

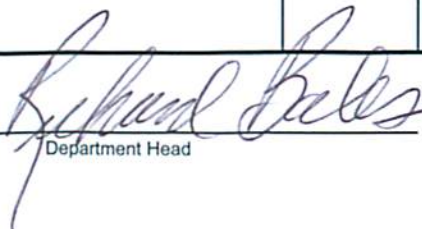
Please write in one of following actions under "nature of action".

APPOINTMENTSRegular
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 Transfer

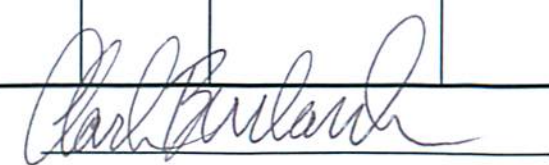
NAME and ORG. and ACCOUNT	Employee NO.	PRESENT TITLE and JOB TITLE CODE NO.	PRESENT SALARY	NATURE OF ACTION	NEW TITLE and JOB TITLE CODE NO.	GRADE	NEW SALARY	EFFECTIVE DATE
Sadler, Jenna 10002575-505010	15007	Rest. Supervisor S. Lakes Grill - 1227 C352	\$2,527.62	End of Int. FMLA w/p		50		11/1/18
Melero, Victoria 10002575-505040	18362	Umpire Chandler - 1232 E535	\$10.00	End of Temp Employment		A		05/17/19
Mathis, Tanner 10002575-505040	18389	Umpire Chandler - 1232 E535	\$10.00	End of Temp Employment		A		05/17/19
Koss, Joseph 10002575-505040	17827	Umpire Chandler - 1232 E535	\$15.00	End of Temp Employment		A		05/17/19
Smith, Cameron 10002575-505040	18379	Umpire Chandler - 1232 E535	\$10.00	End of Temp Employment		A		05/17/19

2019 JUN 26 PM 12:33
TULSA COUNTY CLERK
RECEIVED


Richard Bates
Department Head

6/26/2019

6/26/19
Date


Charles B. Bullock

Please write in one of following actions under "nature of action".

APPOINTMENTSRegular
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 ORG. and ACCOUNT	Employee NO.	PRESENT TITLE and JOB TITLE CODE NO.	PRESENT SALARY	NATURE OF ACTION	NEW TITLE and JOB TITLE CODE NO.	GRADE	NEW SALARY	EFFECTIVE DATE
McClelland, Sydnie 10002575-505010	17995	Greenskeeper II La Fortune - 1224 H165	\$1,870.27	Resignation		B		06/18/19

* Separation report required when this action applies to a Board of County Commissioner's employee.

6/26/2019

Date

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED
2019 JUN 26 PM 12:33
MICHELLE WILKS
TULSA COUNTY CLERK

**TULSA COUNTY
REQUEST FOR PERSONNEL ACTION**

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED
JUVENILE BUREAU

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 ORG. and ACCOUNT	EMPLOYEE NO.	PRESENT TITLE and JOB TITLE CODE NO.	PRESENT SALARY	NATURE OF ACTION	NEW TITLE and JOB TITLE CODE NO.	GRADE	NEW SALARY	EFFECTIVE DATE
Overton, Amy 26003900-505010	16643 Loc # 7005	Detention Counselor E181	2173.21	Resignation				05/31/2019
Gaines, LaShauna 26003900-505030	17567 Loc# 7005	Detention Counselor PT E288	13.18	Resignation				06/19/2019
Hobson, Jericho 26003900-505030	11027 Loc# 7005	Detention Counselor PT E288	14.20	Resignation				06/19/2019
Moore, Larzeeta 26003900-505030	17461 Loc# 7005	Detention Counselor PT E288	13.04	Resignation				06/19/2019
Chronister, Rosemary 26003900-505010	17302 Loc# 7005	Main Control Operator E400	2194.52	FMLA with Pay				06/20/2019

* Separation report required when this action applies to a Board of County Commissioner's employee.

Rosemary Chronister

June 24, 2019

6/26/19

Clark Burdick

**Tulsa City-County Health Department
Agreements
For BOCC Approval on July 1, 2019**

[illegible]

**RENEWAL AND EXTENSION OF
STORAGE PLUS™
RECORDS MANAGEMENT AGREEMENT**

The Tulsa City-County Health Department ("Depositor") and 5R, Inc., entered into their original Storage Plus™ Records Management Agreement ("Agreement") in June, 2014 and renewed the original Agreement every year since July 1, 2015 for one year terms. The parties want to renew their agreement for an additional one-year term from July 1, 2019 to June 30, 2020. Oversight of this agreement has been changed to Priscilla Haynes, Division Chief, Preventive Health.


1. The parties hereby agree to renew and extend their Agreement for an additional one-year term for the period of time July 1, 2019, to June 30, 2020.
2. The parties agree to change the contact person for TCCHD to Priscilla Haynes, Division Chief, Preventive Health, at phaynes@tulsa-health.org or (918) 594-4822.
3. All other terms and provisions of the Agreement shall continue in full force and effect.

Storage Plus/5R, Inc.

By: 
Tony Oliva, General Manager

Date: 18 Jun 19

Tulsa City-County Health Department

By:  Bruce Dart
2019.06.17 16:46:45 -05'00'
Bruce Dart, Ph.D., Executive Director

Date: _____

Approved as to Form:

By: 
Chanteau Orr, Legal Counsel
Tulsa City-County Health Department

Tulsa City-County
Health Department
All Accounts

Storage Plus TM
Revised Schedule A
Effective July 31, 2019

5R, Inc.
5152 S. 95th E. Ave
Tulsa, OK 74145

Container Storage Rate (per 30 day month):

Letter Legal Box	0.31
Letter Transfer Box	0.74
Legal Transfer Box	0.80
X-Ray Box	0.49
Check Box	0.43
Vault Storage	3.71
Irregular Box	1.24 Per Cu. Ft.
Plan Box	0.32

Services:

Data Entry (less than 51 Characters)	0.27 Per Item
Data Entry (greater than 51 Characters)	0.52 Per Item
Web User Access	30.60 Per User
Custom Reporting	10.50 Per Report
Scan on Demand-Scan and Email or FTP	15.75 Up to 50 Images
	0.10 Per Image Thereafter
	Priced by the Job
Production Imaging	0.57 Per Box
Barcode Indexing (receiving new items)	1.05 Per Box
Container Inventory (document end of box)	41.98 Man Hour
Container Contents Inventory (document all files in box)	2.30 Per Box
Box Access	0.00
Box Returned to Shelf	2.30 Per File
File Access	0.00 Per File
File Returned to Box	2.30 Per File
File Requested not in Box	2.30 Per File
Outside Filefolder Added	5.00 Per Document
Outside Document Insert	10.92 Up to 16 Boxes
Local Courier Service	0.57 Each Additional Box
	17.21 Plus Normal Charge
Expedited Service	28.68 Plus Normal Charge
Emergency Access (other than normal bus. Hrs.)	Call for Quote
Certified Record Destruction	28.68 Per Half Day
Client Conference Room (by appointment)	0.11 Per Page
Copy Machine	1.15 1st Page, .15 After
Fax Machine	1.15 Plus Above Local Charge
Fax Machine (long distance)	5.73 Per Box
Permanent Box Removal	0.00 Per Box
Records Inventory Management	21.85 Per Man Hour
Warehouse Labor	Market Price
Pallets	Inactive
Fuel Surcharge	

Merchandise:

Letter/Legal Box*	3.20
-------------------	------

**prices may vary according to spot market prices*

STATEMENT OF COMPLIANCE

I, Samantha Toothaker hereby declare that I am a duly authorized purchasing agent for the **Tulsa City-County Health Department** and I certify the attached Agreement(s) between TCCHD and Getty Images being submitted to the Tulsa County Board of County Commissioners to accept and file has been vetted, approved and is in compliance with Okla. Stat. Title 19 §1501 *et seq.* and/or the Public Competitive Bidding Act of 1974 at Okla. Stat. Title 61 §101 *et seq.*

Samantha Toothaker

Purchasing Agent

Samantha Toothaker

Printed Name

6/12/19

Date



PREMIUM ACCESS SALES QUOTE

This Premium Access Sales Quote (the "Quote") made and entered into as of September 28, 2019 (the "Effective Date"), by and between Getty Images (US), Inc., located at 195 Broadway, 10th Floor, New York, NY 10007 ("Getty Images") and Tulsa Health Department, located at 5051 S 129th East Ave, Tulsa, Oklahoma 74134-7004 (the "Licensee" or "you"), is part of the Agreement, as set forth in the attached Commercial Terms. Capitalized terms used herein that are not defined shall have the meaning ascribed to them in the Commercial Terms or Standard Terms and Conditions.

The parties agree as follows:

- 1. Content Level.** The content level of your Premium Access Agreement is: Signature (as that term is used in the section of the Commercial Terms entitled "Content").
- 2. Rights Level.** Getty Images grants you Basic Rights (as that term is used in the section of the Commercial Terms entitled "Rights Level") to your Premium Access account.
- 3. Download Cap.** You may download up to 1,000 items of content during the Term.
- 4. Fees.** You agree to pay Getty Images US \$4,100.00 during the Term, due and payable in one lump sum within thirty (30) days of the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Quote as of the Effective Date.

By: **TULSA HEALTH DEPARTMENT**

SIGNED:  Bruce Dart
2019.06.18 13:32:23 -05'00'

PRINT: Bruce Dart, Ph.D.

TITLE: Executive Director

DATE: _____

GETTY IMAGES (US), INC.


SIGNED:  Sean Finnegan
SIGNED BY: SEAN FINNegan
SIGNED DATE: 6/19/2019

PRINT: Sean Finnegan

TITLE: Sr Manager, Sales

DATE: 6/19/2019

Approved as to Form:


Chanteau Orr, Legal Counsel



PREMIUM ACCESS AGREEMENT

Your Agreement is made up of:

- **sales quote to which this document is attached (the "Quote").** The Quote sets out specific information relating to your access to content, usage rights and fees.
- **commercial terms set out below (the "Commercial Terms").** The Commercial Terms provide further information around your usage rights and restrictions.
- **Getty Images Content License Agreement available at <https://www.gettyimages.com/eula>** (the "Standard Terms and Conditions"). The Standard Terms and Conditions include terms that are applicable to all premium access agreements with Getty Images.

The Commercial Terms, Standard Terms and Conditions and the Quote will together be referred to as the "Agreement". In the event of any conflict between the Commercial Terms and the Standard Terms and Conditions, the Commercial Terms take priority.

The Agreement is between you (the licensee as set out in the Quote) and an affiliate of Getty Images, Inc. ("Getty Images") set out in the "Licensor" section below.

COMMERCIAL TERMS:

Content	Still/Video content for download from the Getty Images Thinkstock Essentials, Essentials, Signature, or Elite collection. Please refer to your Quote which indicates your Content Level.
Rights Level	<p>Your Rights Level is as set out in your Quote:</p> <ul style="list-style-type: none">• Basic• Standard or• Extended. <p>You may use content in any way that is not restricted (see Restrictions below and Section 3 of the Standard Terms and Conditions, collectively herein "Restrictions").</p> <p>Certain Restrictions are governed by your Rights Level. Please refer to your Quote which indicates your Rights Level.</p> <p>Subject to the Restrictions and the rest of this Agreement, the rights granted to you by Getty Images are:</p> <ul style="list-style-type: none">• Perpetual, meaning there is no expiration or end date on your rights to use the content.• Unlimited Projects, meaning content can be used an unlimited number of times. Please note that content marked editorial may only be used in an editorial manner and may not be used for any commercial, promotional, endorsement, advertising or merchandising use.• Worldwide, meaning content can be used in any geographic territory.• Non-Exclusive, meaning that you do not have exclusive rights to use the content. Getty Images can license the same content to other customers.• Any and all media, meaning content can be used in print, in digital or in any other medium or format.



	<p>For purposes of this Agreement, "use" means to copy, reproduce, modify, edit, synchronize, perform, display, broadcast, publish, or otherwise make use of.</p> <p>Examples of how you can use the content include: websites; blog posts; social media; advertisements; marketing campaigns; corporate presentations; newspapers; magazines; books; film and television productions; web and mobile applications; product packaging; syndication of your end use to third parties. Please note that there may be restrictions to some of these uses for RF Editorial content.</p> <p>Please make sure you read the Restrictions section below and Section 3 of the Standard Terms and Conditions for exceptions.</p>
Download Cap	<p>You may download up to the number of items of content set out in your Quote.</p> <p>If your Quote indicates that you are eligible for 'Overage' and you download content in excess of the Download Cap ("Overage Content"), you will be charged the Overage Fee for each piece of Overage Content. The "Overage Fee" for each piece of Overage content is equal to your Fee (set out in the Quote) divided by your Download Cap (set out in the Quote).</p>
Fees	<p>You agree to pay Getty Images the amount set out in your Quote on the terms set out in your Quote and the Standard Terms and Conditions. If you download all of the files in your Download Cap prior to full payment of the price set out in your Quote, regardless of any payment schedule in the Quote, the remaining difference shall be immediately invoiced and you agree to pay such difference in one lump sum within 30 days of the date of the invoice.</p>

Restrictions

In addition to the Restrictions set out in Section 3 of the Standard Terms and Conditions, your Rights Level shall govern certain Restrictions:

	Basic	Standard	Extended
Products for Resale	No	100,000 items in the aggregate	unlimited
Electronic Templates	No	No	Yes - unlimited
Print Run	500,000	Unlimited	unlimited
Users	unlimited	Unlimited	unlimited
Indemnification	\$10,000USD	\$250,000USD	uncapped
Sharing Rights	up to 10 users	Unlimited	Unlimited

Products for Resale. Unless your Rights Level includes Products for Resale rights, you may not use Content in connection with any goods or services intended for resale or distribution **where the primary value** lies in the content itself including, without limitation, cards, stationery items, paper products,



calendars, apparel items, posters (printed on paper, canvas, or any other media), CDs, DVDs, mobile applications or other items for resale, license or other distribution for profit. This includes "on demand" products (meaning products in which Content is selected by a third party for customization on such product on a made-to-order basis), including, without limitation, postcards, mugs, t-shirts, posters and other items (this includes the sale of products through custom designed websites, as well as sites such as zazzle.com and cafepress.com).

No Electronic Templates. Unless your Rights Level includes Electronic Template rights, you may not use content in electronic or digital templates intended for resale or other distribution (for example, website templates, business card templates, electronic greeting card templates, brochure design templates).

Limited print run. Unless your Rights Level includes increased Print Run rights, you may not reproduce the content more than 500,000 times in physical print form. This restriction does not apply to electronic reproductions.

Users. An unlimited number of users from your legal entity (which may include employees and freelancers but not third-party agencies) may access your Premium Access Elite account and download content.

Sharing Rights. Your rights level defines the number of individuals that may use and share the Content amongst each other. All individuals must be from one legal entity (including employees and freelancers but not third-party agencies) and there are no restrictions on where each individual may store the content. The raw file of content may not be provided to anyone outside of your legal entity other than freelancers. Unless renewed prior to the end of your Term, all Sharing Rights terminate at the end of the Term and all Content must be removed from your shared server, digital asset management system or other storage system and stored only on individual devices.

Indemnification. Your Rights Level defines the financial limitation (on a per asset basis) on Getty Images' total maximum aggregate liability (meaning the total amount that Getty Images is responsible for) under the Agreement.

Term	One year from the Effective Date as set out in the Quote.
Licensors	The licensing entity shall be determined by your billing address, as found here: www.gettyimages.com/licensing-entities .
Confidentiality	By virtue of this Agreement, the parties may have access to information that is confidential to the other party (" Confidential Information "). Confidential Information shall be limited to: (i) the terms and pricing under this Agreement; (ii) all website passwords and usernames issued by Getty Images; and (iii) all information clearly identified in writing by the disclosing party as confidential. Notwithstanding the foregoing, Confidential Information does not include any information that: (i) is or subsequently becomes available to the general public other than through a breach of this Agreement by the receiving party; (ii) was in the possession of receiving party prior to the execution of this Agreement; (iii) the receiving party rightfully received or later receives from a third party without any restriction as to confidentiality or use, so long as the receiving party does not know or have any reason to know that the third party's provision of such information is in violation of an obligation or duty of confidentiality to the disclosing party; or (iv) is independently developed by the receiving party without the use of the disclosing party's Confidential Information. Each party agrees to maintain the other party's Confidential Information in confidence to the same extent that it protects its own, similar Confidential Information and to use such Confidential Information only as permitted under this Agreement. The parties agree to hold each other's Confidential Information in confidence during the Term of this Agreement and for a period of two (2) years after termination of this Agreement.

gettyimages

	The parties agree that unless required by law, they will not make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that each other's Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement.
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STATEMENT OF COMPLIANCE

I, Samantha Toothaker hereby declare that I am a duly authorized purchasing agent for the **Tulsa City-County Health Department** and I certify the attached Agreement(s) between TCCHD and Woodland Hills Mall LLC being submitted to the Tulsa County Board of County Commissioners to accept and file has been vetted, approved and is in compliance with Okla. Stat. Title 19 §1501 *et seq.* and/or the Public Competitive Bidding Act of 1974 at Okla. Stat. Title 61 §101 *et seq.*

Samantha Toothaker

Purchasing Agent

Samantha Toothaker

Printed Name

6/20/19

Date

Agreement

Table 1: Summary of Material Terms

Agreement Name (DBA): Tulsa Health Department	Agreement Number:	7607-0619-SBV-03384
	Agreement Date:	6/19/2019
	Start Date: 7/26/2019	End Date: 8/31/2019
Advertiser/Agency Name (Legal): Tulsa Health Department	Landlord: WOODLAND HILLS MALL, LLC, a Delaware limited liability company	
Office Address: 5051 S. 129th E Ave Tulsa, OK 74134	Shopping Center Trade Name and Address: Woodland Hills Mall 7021 South Memorial Drive, Suite 225B, Tulsa, OK 74133	
Advertiser/Agency's Telephone Number: (918) 595-4497	Remit Payment to: Woodland Hills Mall 7021 South Memorial Drive, Suite 225B, Tulsa, OK 74133	
Contact Name: Leanne Stephens	Sole purpose of this Agreement: See Exhibit 1 attached hereto, which is an integral part hereof. Management must approve all displays. If this Agreement contains a Media Rent Table, the display posting period for any advertising medium or component shall be limited to the respective dates therefor set forth in such Media Rent Table.	
	Total Contract Amount: \$2,000.00 Total Taxes: \$0.00 Grand Total: \$2,000.00	Security/Damage Deposit Amount: Security/Damage Deposit Due Date:

Payment Schedule

Payment Due Date	Amount Due
7/22/2019	\$2,000.00
Total Due	\$2,000.00

Media Rent Table

Shopping Center Name	City/State	Advertising Medium	Quantity	Display Posting Date	Termination Date
Woodland Hills Mall	Tulsa,OK	Sky Banner 5x9	1	7/26/2019	8/31/2019

This agreement is for rental of advertising space only, and does not include any collateral design, production or shipping. I have read and agreed to the following Advertising Contract Standard Terms and Conditions.

Advertising Contract Standard Terms and Conditions

1. Shopping Center will display advertising materials of Advertiser as set forth on Page 1. This Agreement shall be deemed enforceable only upon written acceptance by Shopping Center in the place provided. Advertiser/Agency authorizes Shopping Center to obtain credit information to assist Shopping Center in determining whether to accept this Agreement. Following such acceptance, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, successors, administrators and permitted assigns. Notwithstanding the payment terms set forth in Section 6 below or elsewhere in this Agreement, at the option of Shopping Center exercised in writing, Shopping Center may require payment in advance of some or all of the charges due from Advertiser/Agency under this Agreement.
2. Advertiser/Agency-produced advertising materials must be delivered to the location at which same are to be displayed, or other location specified in advance by Shopping Center (i) in accordance with the specifications for display space and (ii) no later than 7 days prior to Display Posting Date. Failure to deliver advertising materials 7 days prior to the Display Posting Date could result in delay of installation and/or expedited installation fee. Advertiser/Agency acknowledges sole responsibility for complete compliance with display space specifications and deadline submission of advertising materials. In the event of any time delay and/or any non-compliance, Advertiser/Agency agrees to the full payment of monthly display space cost commencing and based upon contracted Display Posting Date (as set forth on Page 1).
3. Shopping Center reserves the right to refuse to display or withdraw from display any graphic, production or advertising copy which it deems inappropriate for any reason in Shopping Center's sole discretion (including, without limitation, objection of Mall management or tenants). In the event a graphic, production or advertising copy is refused or withdrawn as inappropriate, Shopping Center may terminate this Agreement immediately without further obligation and Advertiser shall only be obligated to pay Shopping Center display space charges for the period prior to cancellation. Advertiser acknowledges that Shopping Center may use photographs or other reproductions of Advertiser's copy to promote Shopping Center's services and releases Shopping Center from any claims regarding same.
4. Agency represents that is authorized to execute on behalf of Advertiser as noted hereon and that Agency and Advertiser are jointly liable for the payment of all amounts due Shopping Center.
5. Advertiser/Agency agrees to defend, indemnify and hold harmless Shopping Center and its successors, assigns, affiliates and employees against any claims or liability arising or resulting from the display of Advertiser/Agency's advertising materials, including but not limited to the breach of any representation or warranty contained herein, and/or any and all claims or demands on account of any allegation that the use of any name, visual presentation of any kind, or other material in any graphic or production authorized for display by this Agreement is illegal, unauthorized, or damaging in any way to any person or entity. Advertiser/Agency represents it either owns the artwork and/or printed portion of the advertising copy provided to Shopping Center, or has obtained the consent of all third parties necessary for its use, and such copy does not infringe upon the proprietary rights of any such third parties. Advertiser/Agency represents that it has media/personal and advertising injury coverage including but not necessarily limited to coverage for (i) oral or written material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; (ii) oral or written publication of material that violates a person's right of privacy; and (iii) infringement of a third party's copyright, trade dress or other intellectual property, all such coverages affording protection for claims arising out of bodily injury, death, and property damage, having limits in a commercially reasonable amount but in no event less than \$2,000,000 per occurrence, and upon Shopping Center's request therefor, shall provide evidence of such coverage naming Shopping Center as additional insured thereon.
6. Amounts due Shopping Center hereunder are due and payable within thirty (30) days of invoice date. Any delinquent payments will accrue a delinquency charge at an 18% annual fee, or the maximum allowed by law, and may result in the removal of advertising materials. In the event of default, the Advertiser/Agency shall pay all expenses incurred by Shopping Center in collecting the amount due, including all court costs and reasonable attorneys' fees.
7. Any renewal of this Agreement shall be in writing signed by both parties or by a new agreement entered into by both parties. Cancellation by Advertiser/Agency must be done in writing no less than 90 days prior to date of first

posting. As a condition of cancellation, Advertiser shall pay Shopping Center the charges otherwise due hereunder through the effective date of such cancellation. In the event Advertiser/Agency fails to make any payment due hereunder, in addition to the payment of interest and collection of attorneys' fees and legal expenses as provided above, and any other rights it may have hereunder, Shopping Center may, upon written notice, immediately remove the graphic or production from the display location. Upon such removal, Advertiser/Agency shall pay to Shopping Center the charges applicable up until the end of the month of such removal, plus ninety (90) additional days.

8. Shopping Center shall have the option to cancel this Agreement at any time upon the loss of any display space resulting from any act or cause beyond Shopping Center's control, including any termination of a location lease, change in law, ordinance, rule or regulation; in such event, for a display(s) containing otherwise acceptable copy, at the option of Shopping Center, Advertiser/Agency shall receive: (i) an equivalent amount of advertising service on any other display(s) authorized hereby at the end of the term of this Agreement for such display(s), or advertising service on other displays owned by Shopping Center, or (ii) a refund of amounts actually paid to Shopping Center for the unexpired term. Notwithstanding any other provisions of this Agreement, in no event shall Shopping Center be liable to Advertiser/Agency as a result of any default by Shopping Center in an amount in excess of the total advertising charges annually collected by Shopping Center hereunder. All other monetary and non-monetary remedies are expressly excluded. Without limiting the foregoing, under no circumstance shall Shopping Center be liable for consequential, special or incidental damages arising out of this Agreement.

9. Advertiser/Agency shall not assign, sell or otherwise transfer this Agreement without the prior express written consent of Shopping Center. This Agreement may be assigned or transferred in whole or part by Shopping Center to its affiliates and/or successors, and shall inure to the benefit of and be binding upon the successors and assigns of Shopping Center. All notices to be given under this Agreement shall be in writing and hand delivered personally or by facsimile transmission if receipt is confirmed to the party to whom notice is to be given, or addressed and sent by certified/registered mail, postage prepaid and return receipt requested.

10. Notices to Advertiser/Agency shall be delivered to the person at the address or facsimile number listed on Page 1. Notices to Shopping Center shall be delivered to Simon Management Associates II, LLC, 225 West Washington Street, Indianapolis, Indiana 46204, Facsimile: (317) 685-7377, Attention: James M. Barkley, Esq. All notices sent in accordance with this Agreement shall be effective when received if delivered by mail or facsimile or, if personally delivered, the date on which the delivery is made.

11. This instrument constitutes the entire Agreement between the parties and cannot be modified except in writing signed by both parties. The relationship of the parties created by this Agreement shall be that of independent contractors. Neither party shall have the power to obligate or bind the other in any manner, and Advertiser/Agency is expressly not authorized to represent in any manner or context that Shopping Center is a guarantor of any product or service of Advertiser/Agency.

In the event of any dispute under this Agreement, the laws of the State of Indiana shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement, without regard to principles of conflicts of laws thereunder. The parties agree to submit to the exclusive jurisdiction and venue of the courts of Marion County, Indiana for any action arising out of this Agreement. All rights and remedies provided in this Agreement shall be cumulative and shall not be exclusive of one another or of any remedies available at law or in equity.

The following additional provisions apply to this Agreement (which, if more than one such provision, may not be lettered sequentially):

V. Unmanned display/exhibit: Notwithstanding anything contained in this Agreement which may be to the contrary, the intended and permitted use under this Agreement is for an unmanned display or exhibit. Accordingly, there shall not be any Advertiser / Agency employees, contractors or other Advertiser / Agency staff at or in the Shopping Center other than for installation and deinstallation/removal, and as applicable and/or required, repair, maintenance and/or restocking of the display or exhibit. It is further intended and contemplated that the display or exhibit shall be operational, functional and/or stocked, as the case may be, during and throughout all Shopping Center hours as determined by Landlord, other than as may be required for any such repair, maintenance and/or restocking.

[signature page follows]

Landlord

Woodland Hills Mall
Woodland Hills Mall, LLC, a Delaware limited liability
company
By: USC Woodland Inc., a Delaware corporation, its
Managing Member

Advertiser / Agency:

Tulsa Health Department
Advertiser / Agency acknowledges and accepts the
foregoing Agreement, subject to all of the Terms,
Conditions, and Covenants set forth above and which
may be contained on any exhibits attached hereto.

DocuSigned by:
By: Tricia Sanders
33DED3E8F52C465...

DocuSigned by:
By: Leanne Stephens
8209CBE6B36148E...

Title: General Manager

Title: Marketing & Communications Director

Exhibit 1

1. The purpose of this Agreement is for the display of/for/by Advertiser of certain advertising/media element(s) at the Shopping Center in such respective quantity(ies) on such respective dates as is set forth in the Media Rent Table in Table 1 in the body of this Agreement, and as may be more particularly described as follows: one (1) 5 'x 9' sky banner in space "N" to promote back-to-school immunizations. Shopping Center Management to approve all artwork.

2. Advertiser represents that it is a political subdivision/local governmental entity, and that law/regulations applicable thereto are inconsistent with certain provisions in the body of this Agreement. Accordingly and on that basis, the following changes are hereby made to the body of this Agreement:

a. The provisions of the first and last sentences of Section 5 are made subject to Oklahoma law relating to political subdivisions and local governmental entities, and more particularly:

(i) Advertiser and all of its employees acting within the scope of their employment are immune from liability subject to the provisions of The Governmental Tort Claims Act 51 O.S. § 151 et al.;

(ii) Advertiser cannot and does not agree to pay or to be responsible for payment of unspecified and unknown liabilities or responsibilities of any nature; and

(iii) Advertiser cannot limit or waive liability of other entities.

b. The first sentence of the second paragraph of Section 11 is modified by deleting the words "State of Indiana" and inserting in lieu thereof the following: "State of Oklahoma including all provisions and limitations of Oklahoma law relating to political subdivisions and local governmental entities".

Landlord

Woodland Hills Mall
Woodland Hills Mall, LLC, a Delaware limited liability company
By: USC Woodland Inc., a Delaware corporation, its Managing Member

Advertiser / Agency:

Tulsa Health Department
Advertiser / Agency acknowledges and accepts the foregoing Agreement, subject to all of the Terms, Conditions, and Covenants set forth above and which may be contained on any exhibits attached hereto.

DocuSigned by:
By: Tricia Sanders
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DocuSigned by:
By: Leanne Stephens
8209CBE6B36148E...

Title: General Manager

Title: Marketing & Communications Director

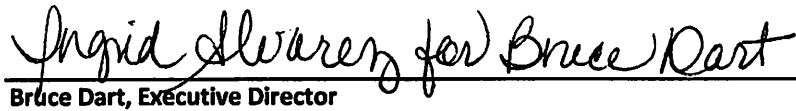
TULSA COUNTY
REQUEST FOR PERSONNEL ACTION
Tulsa City-County Health Department

Page 1 of 1

Please write in one of the following actions under "nature of action"

APPOINTMENTS - New Hire (RFT) - New Hire (RPT) - T/H - Rehire - Reclassification - Promotion		SEPARATIONS - Resignation - Retirement - End of Temporary Assignment - Termination - Death - Reduction in Force			OTHER - LOA - Lateral Transfer - PDIP - LWOP - FMLA/LWOP - Org Change - Probationary 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
Just, Lori 41506725-505010	#17810	Coordinator, M&PR #1343	<u>4,018.55</u>	Correction to action dtd 6/21/19; change beginning & ending salary. (5% Increase)	same	13	<u>4,219.48</u>	6/24/2019

* Separation report required when this action applies to a Board of County Commissioner's employee.


 Bruce Dart, Executive Director

6/28/2019

June 28, 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 **July 1, 2019** Board of County Commissioners' Meeting.

Clara Acosta-Willis to attend "Behavioral Health Meeting" on July 7-9, 2019 in Moore, OK at an estimated cost of \$479.60.

Alicia Etgen to attend "NACCHO Annual Conference" on July 8-11, 2019 in Orlando, FL at an estimated cost of \$2,155.49.

Sierra Carter and Elizabeth Martin to attend "Cardea Foundations Training" on July 8-11, 2019 in Oklahoma City, OK at an estimated cost of \$1,051.70.

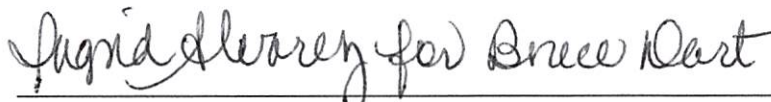
Uzoma Anyanwu, Darren Henin, and Stephan (Tyler) Steele to attend "FSPCA Preventive Controls for Human Food – Blended Course" on July 25, 2019 in Stillwater, OK at an estimated cost of \$1,194.00.

Tanya Harris to attend "FDA SW Food Safety Conference" on August 18-21, 2019 in Salt Lake City, UT at an estimated cost of \$1,483.00.

Reggie Ivey & Chanteau Orr to attend "APHA 2019 Annual Conference" on November 1-7, 2019 in Philadelphia, PA at an estimated cost of \$6,990.00.

*Miriam Burkhardt to take the following course; "Healthcare Ethics", Oklahoma State University, Summer 2019, at an estimated cost of \$2,500.00.

Sincerely,



Bruce Dart, Executive Director

cc: Ron Peters, Commissioner
Stan Sallee, Commissioner

*Tulsa City-County Health Department Tuition Reimbursement

ORIGINAL: MICHAEL WILLIS FOR THE JULY 1, 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
10001000								
COUNTY COMMISSIONERS	FEM19	10001000	1922819	506186	REIMBURSABLES	AMERICAN ENVIRONM	9941	48,690.37
COUNTY COMMISSIONERS		10001000	1922958	505739	OFFICE SUPPLIES	TULSA COFFEE SERVICE	730182-2019	183.92
COUNTY COMMISSIONERS		10001000	1923658	505739	OFFICE SUPPLIES	BEN E KEITH FOODS	64383148	19.27
Department Total		10001000						48,893.56
10001400								
COUNTY EXTENSION CENTER		10001400	1920054	505879	PRINTING, DUPLICATING & FILM	IMAGENET CONSULTING	CNIN092435 BMIT	430.50
COUNTY EXTENSION CENTER		10001400	1920825	506303	STATE PAYROLL	OKLAHOMA STATE UNIVE	121185	20,568.00
COUNTY EXTENSION CENTER		10001400	1922407	607071	DATA PROCESSING EQUIPMENT	CDW LLC	SPT8555	82.77
COUNTY EXTENSION CENTER		10001400	1922407	607071	DATA PROCESSING EQUIPMENT	CDW LLC	SNQ3334	1,894.04
COUNTY EXTENSION CENTER		10001400	1923418	505538	OTHER BLDG MAINT SERVICES	OFFICE DEPOT INC	32910685100 1	60.00
COUNTY EXTENSION CENTER		10001400	1923418	505538	OTHER BLDG MAINT SERVICES	OFFICE DEPOT INC	32910685200 1	776.77
Department Total		10001400						23,812.08
10001550								
HUMAN RESOURCES		10001550	1922443	505920	SUBSCRIPTIONS & MEMBERSHIPS	SHI INTERNATIONAL CO	B10101462	23,602.80
HUMAN RESOURCES		10001550	1922509	505670	MISCELLANEOUS EXPENSE	SHI INTERNATIONAL CO	B10076955	368.00
HUMAN RESOURCES		10001550	1923409	505203	MILEAGE REIMB-IN COUNTY	BURBANK, CLARK	061219	16.24
HUMAN RESOURCES		10001550	1923471	505890	PUBLICATION & ADVERTISING	CRAIGSLIST	154594727	350.00
Department Total		10001550						24,337.04
10001670								
ADMINISTRATIVE SERVICES		10001670	1902173	505580	EQUIP LEASE-PURCHASE COST	IMAGENET CONSULTING	CNIN092594 BMIT	269.50

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Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
ADMINISTRATIVE SERVICES		10001670	1902173	505855	EQUIP SERVICE AGREEMENTS	IMAGENET CONSULTING	CNIN092594 BMIT	143.63
ADMINISTRATIVE SERVICES		10001670	1902430	505580	EQUIP LEASE-PURCHASE COST	XEROX CORPORATION	097190427	53.36
ADMINISTRATIVE SERVICES		10001670	1902430	505855	EQUIP SERVICE AGREEMENTS	XEROX CORPORATION	097190427	28.02
ADMINISTRATIVE SERVICES		10001670	1916840	505551	POSTAGE	UNITED PARCEL SERVIC	00007E668E 249-2019	120.72
ADMINISTRATIVE SERVICES		10001670	1923047	505739	OFFICE SUPPLIES	OFFICE DEPOT INC	32586289901	57.84
ADMINISTRATIVE SERVICES		10001670	1923139	607060	OFFICE EQUIPMENT	ADMIRAL EXPRESS	2039482-0	4,302.50
ADMINISTRATIVE SERVICES		10001670	1923252	505739	OFFICE SUPPLIES	W M CORPORATION	264134	1,364.64
Department Total		10001670						6,340.21
10001750								
PRINTING SERVICE		10001750	1915538	505650	LAUNDRY,LINEN & DRY CLEANING	CINTAS CORPORATION	063278219	40.24
PRINTING SERVICE		10001750	1920671	505814	PRINTING SUPPLIES	MIDLAND PAPER COMPAN	IN01116483	2,284.42
PRINTING SERVICE		10001750	1920673	505814	PRINTING SUPPLIES	MIDLAND PAPER COMPAN	IN01119890	714.73
PRINTING SERVICE		10001750	1920673	505814	PRINTING SUPPLIES	MIDLAND PAPER COMPAN	IN01118237	1,681.32
PRINTING SERVICE		10001750	1920676	505814	PRINTING SUPPLIES	VERITIV OPERATING	012- 60249342	775.38
PRINTING SERVICE		10001750	1920676	505814	PRINTING SUPPLIES	VERITIV OPERATING	012- 60249340	1,777.80
PRINTING SERVICE		10001750	1920679	505814	PRINTING SUPPLIES	VERITIV OPERATING	012- 60256035	2,530.32
PRINTING SERVICE		10001750	1920680	505814	PRINTING SUPPLIES	VERITIV OPERATING	012- 60256900	2,556.00
PRINTING SERVICE		10001750	1923422	505590	OPER SUPPLIES&MAINT-EQUIP	CONDE SYSTEMS INC	1342032-A	186.00
PRINTING SERVICE		10001750	1923422	505814	PRINTING SUPPLIES	CONDE SYSTEMS INC	1342032-A	828.81
PRINTING SERVICE		10001750	1923515	505814	PRINTING SUPPLIES	CONDE SYSTEMS INC	1342032-B	700.86
Department Total		10001750						14,075.88
10001775								
FLEET MAINTENANCE		10001775	1913993	607080	AUTOS & TRUCKS	CARTER CHEVROLET AGE	22745	27,976.00
FLEET MAINTENANCE		10001775	1915201	607080	AUTOS & TRUCKS	VANCE COUNTRY FORD	71214	26,185.00
FLEET MAINTENANCE		10001775	1917761	607080	AUTOS & TRUCKS	VANCE COUNTRY FORD	71361	35,323.25

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Purchase Orders

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
FLEET MAINTENANCE		10001775	1923350	505719	MOTOR VEHICLES- MAINTENANCE	OKLAHOMA TAX COMMISS	L1509360848	42.50
FLEET MAINTENANCE		10001775	1923350	505719	MOTOR VEHICLES- MAINTENANCE	OKLAHOMA TAX COMMISS	L1509360848 -A	42.50
Department Total		10001775						89,569.25
10001875								
CARPENTRY SHOP		10001875	1920100	505741	BUILDING MATERIALS	SHERWIN-WILLIAMS CO,	71279128780 619	152.00
CARPENTRY SHOP		10001875	1920100	505741	BUILDING MATERIALS	SHERWIN-WILLIAMS CO,	73010128780 619	241.37
Department Total		10001875						393.37
10001930								
BLDG MAINT TC HQ BUILDING		10001930	1920231	505969	UTILITY SERVICES	CITY OF TULSA	1067-5484-9	1,466.62
BLDG MAINT TC HQ BUILDING		10001930	1920235	505969	UTILITY SERVICES	ONEOK INC	213419976- 1779599-73	118.72
Department Total		10001930						1,585.34
10001975								
RENTALS & UTILITIES		10001975	1914872	505969	UTILITY SERVICES	ONEOK INC	210047329- 1048510-91	93.86
RENTALS & UTILITIES		10001975	1914872	505969	UTILITY SERVICES	ONEOK INC	211048279- 1740584-64	95.46
RENTALS & UTILITIES		10001975	1914872	505969	UTILITY SERVICES	ONEOK INC	210181461- 1169902-18	115.21
RENTALS & UTILITIES		10001975	1914872	505969	UTILITY SERVICES	ONEOK INC	211124812- 1809370-09	142.51
RENTALS & UTILITIES		10001975	1914872	505969	UTILITY SERVICES	ONEOK INC	210125852- 1119433-09	146.71
RENTALS & UTILITIES		10001975	1914872	505969	UTILITY SERVICES	ONEOK INC	210099354- 1094839-36	232.75
RENTALS & UTILITIES		10001975	1922157	505969	UTILITY SERVICES	CITY OF TULSA	1047-7884-0	375.18
RENTALS & UTILITIES		10001975	1922157	505969	UTILITY SERVICES	CITY OF TULSA	1036-7692-0	1,210.00
RENTALS & UTILITIES		10001975	1922157	505969	UTILITY SERVICES	CITY OF TULSA	1036-7691-2	2,670.45
RENTALS & UTILITIES		10001975	1922171	505969	UTILITY SERVICES	CITY OF TULSA	102379823	6.38
RENTALS & UTILITIES		10001975	1922171	505969	UTILITY SERVICES	CITY OF TULSA	105054571	10.16
RENTALS & UTILITIES		10001975	1922171	505969	UTILITY SERVICES	CITY OF TULSA	102379732	535.64

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Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
RENTALS & UTILITIES		10001975	1922590	505969	UTILITY SERVICES	CITY OF TULSA	1036-7752-2	691.55
RENTALS & UTILITIES		10001975	1922590	505969	UTILITY SERVICES	CITY OF TULSA	1036-7915-5	1,523.91
Department Total		10001975						7,849.77
10002000								
IT GENERAL		10002000	1918084	505849	OPERATING SUPPLIES	J D YOUNG	843751	46.95
IT GENERAL		10002000	1922005	505969	UTILITY SERVICES	AT&T CORP	918-488-0900 -988-1	2,978.54
IT GENERAL		10002000	1922445	607071	DATA PROCESSING EQUIPMENT	CDW LLC	SMV5097	11,800.00
IT GENERAL		10002000	1922445	505562	DP-SOFTWARE MAINTENANCE	CDW LLC	SPT0448	1,560.00
IT GENERAL		10002000	1922447	607071	DATA PROCESSING EQUIPMENT	CDW LLC	SPK5456	26,775.00
IT GENERAL		10002000	1922447	505566	NON-CAPITAL HARDWARE	CDW LLC	SMC3303	3,150.00
IT GENERAL		10002000	1922447	505566	NON-CAPITAL HARDWARE	CDW LLC	SMV5103	4,510.00
IT GENERAL		10002000	1923053	505566	NON-CAPITAL HARDWARE	CDW LLC	SPK0769	885.24
IT GENERAL		10002000	1923053	505566	NON-CAPITAL HARDWARE	CDW LLC	SPT0083	1,652.70
IT GENERAL		10002000	1923091	505562	DP-SOFTWARE MAINTENANCE	SHI INTERNATIONAL CO	B10093621	4,697.00
IT GENERAL		10002000	1923426	505940	TRAINING	MILESTONE SYSTEMS	507028	3,190.00
Department Total		10002000						61,245.43
10002525								
COUNTY ENGINEERS-GEN		10002525	1900245	505969	UTILITY SERVICES	ONEOK INC	211089923- 1777118-91	95.66
COUNTY ENGINEERS-GEN		10002525	1900245	505969	UTILITY SERVICES	ONEOK INC	210014419- 1021512-09	97.73
COUNTY ENGINEERS-GEN		10002525	1900245	505969	UTILITY SERVICES	ONEOK INC	210014420- 1021513-64	102.39
Department Total		10002525						295.78
10002550								
LEVEE MAINTENANCE		10002550	1921694	505849	OPERATING SUPPLIES	TULSA ELECTRIC LLC	TE0837	1,186.00
LEVEE MAINTENANCE		10002550	1923397	505849	OPERATING SUPPLIES	CUSTOM CUTS TREE CAR	2144	783.75
Department Total		10002550						1,969.75

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Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
10002575								
PARK OPERATIONS-GENERAL		10002575	1916857	505969	UTILITY SERVICES	ONEOK INC	210081334-1078368-09	122.91
PARK OPERATIONS-GENERAL		10002575	1916857	505969	UTILITY SERVICES	ONEOK INC	211052754-1743647-82	157.21
PARK OPERATIONS-GENERAL		10002575	1918590	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	953-760-203-0-1	92.14
PARK OPERATIONS-GENERAL		10002575	1918590	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	951-260-203-0-4	191.35
PARK OPERATIONS-GENERAL		10002575	1920852	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	952-170-203-0-4	4,210.11
PARK OPERATIONS-GENERAL		10002575	1920870	505969	UTILITY SERVICES	CITY OF TULSA	1053-1453-8	28.40
PARK OPERATIONS-GENERAL		10002575	1921515	505969	UTILITY SERVICES	CITY OF TULSA	1060-9397-4	909.62
PARK OPERATIONS-GENERAL		10002575	1923776	505969	UTILITY SERVICES	CITY OF GLENPOOL	03-080900-01	58.35
PARK OPERATIONS-GENERAL		10002575	1923776	505969	UTILITY SERVICES	CITY OF GLENPOOL	03-080800-01	1,857.30
Department Total		10002575						7,627.39
10002750								
REMEDIATION AID		10002750	1923329	506030	BURIAL FOR THE POOR	STUMPFF CORPORATION	BRADFIELD, WENDELL	190.00
REMEDIATION AID		10002750	1923423	506030	BURIAL FOR THE POOR	PARSONS, CANOE, BEGG	JOHNSON-PAUL	190.00
REMEDIATION AID		10002750	1923424	506030	BURIAL FOR THE POOR	SERENITY FUNERALS &	WHYGLE-ETHEL	190.00
REMEDIATION AID		10002750	1923425	506030	BURIAL FOR THE POOR	KENNEDY SERVICE GROU	CUMMINGS-GENA-G	190.00
REMEDIATION AID		10002750	1923425	506030	BURIAL FOR THE POOR	KENNEDY SERVICE GROU	MACON-JEREMY-DALE	190.00
REMEDIATION AID		10002750	1923457	506030	BURIAL FOR THE POOR	NICK REYNOLDS FUNER	RUSCO-GARY-LEE	190.00
REMEDIATION AID		10002750	1923459	506030	BURIAL FOR THE POOR	STUMPFF CORPORATION	HANCOCK-KLEMENTYN A	190.00
REMEDIATION AID		10002750	1923460	506030	BURIAL FOR THE POOR	ROSE HILL PARTNERS	BENTSON-NELS	190.00
REMEDIATION AID		10002750	1923460	506030	BURIAL FOR THE POOR	ROSE HILL PARTNERS	WEVER-RALPH	190.00

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Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
REMEDIAL AID		10002750	1923519	506030	BURIAL FOR THE POOR	MOORE FUNERAL HOME I	LONG-TAWNY-J	190.00
REMEDIAL AID		10002750	1923611	506030	BURIAL FOR THE POOR	JOHNSON FUNERAL HOME	GRIFFITH, GEORGE	190.00
REMEDIAL AID		10002750	1923726	506030	BURIAL FOR THE POOR	JACKS MEMORY CHAPEL	MASON-BOBBY-RAY	190.00
Department Total		10002750						2,280.00
10002775								
SOCIAL SERV OPERATIONS		10002775	1922414	505739	OFFICE SUPPLIES	CDW LLC	SNL9044	81.18
SOCIAL SERV OPERATIONS		10002775	1923247	505739	OFFICE SUPPLIES	ADMIRAL EXPRESS	2039486-0	156.40
Department Total		10002775						237.58
10002800								
EMERGENCY SHELTER		10002800	1901139	505746	EMERGENCY GROCERIES	TULSA COFFEE SERVICE	751062-2019	175.92
EMERGENCY SHELTER		10002800	1901139	505746	EMERGENCY GROCERIES	TULSA COFFEE SERVICE	751056-2019	219.90
EMERGENCY SHELTER		10002800	1905156	505760	JANITORIAL SUPPLIES	BROOKS GREASE SERVIC	153075	175.00
EMERGENCY SHELTER		10002800	1907572	505746	EMERGENCY GROCERIES	WAREHOUSE MARKET INC	00503966-2019	43.24
EMERGENCY SHELTER		10002800	1907572	505746	EMERGENCY GROCERIES	WAREHOUSE MARKET INC	00503469-2019	140.68
EMERGENCY SHELTER		10002800	1913791	505760	JANITORIAL SUPPLIES	CINTAS CORPORATION	0632264133	7.98
EMERGENCY SHELTER		10002800	1913791	505760	JANITORIAL SUPPLIES	CINTAS CORPORATION	063260965	7.98
EMERGENCY SHELTER		10002800	1913791	505760	JANITORIAL SUPPLIES	CINTAS CORPORATION	063267226	7.98
EMERGENCY SHELTER		10002800	1913791	505760	JANITORIAL SUPPLIES	CINTAS CORPORATION	063270359	7.98
EMERGENCY SHELTER		10002800	1913791	505760	JANITORIAL SUPPLIES	CINTAS CORPORATION	063273432	7.98
EMERGENCY SHELTER		10002800	1921655	506100	EMER SHELTER RESIDENT CARE	HOME DEPOT USA INC	3904-11-51885	348.94
EMERGENCY SHELTER		10002800	1923567	505746	EMERGENCY GROCERIES	TULSA BEEF & PROVISI	01919	980.69
EMERGENCY SHELTER		10002800	1923569	506100	EMER SHELTER RESIDENT CARE	METROPOLITAN TULSA T	IVC032425	1,050.00
Department Total		10002800						3,174.27
10002875								
PHARMACY		10002875	1913561	506170	PHARMACY SUPPLIES	WARKENTINE INC	1846405	108.57

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Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
PHARMACY		10002875	1917919	506170	PHARMACY SUPPLIES	AMERISOURCEBERGEN	954969378	1,765.43
PHARMACY		10002875	1919354	506170	PHARMACY SUPPLIES	AMERISOURCEBERGEN	954969379	2,392.72
PHARMACY		10002875	1922112	506170	PHARMACY SUPPLIES	AMERISOURCEBERGEN	955414372	6.01
PHARMACY		10002875	1922112	506170	PHARMACY SUPPLIES	AMERISOURCEBERGEN	955414371	1,167.46
Department Total		10002875						5,440.19
10002925								
ELECT STAFF		10002925	1916240	505739	OFFICE SUPPLIES	TULSA COFFEE SERVICE	014052-2019	136.94
ELECT STAFF		10002925	1922487	607060	OFFICE EQUIPMENT	CDW LLC	SQC9113	26,893.00
ELECT STAFF		10002925	1922487	505849	OPERATING SUPPLIES	CDW LLC	SMV4704	2,665.00
Department Total		10002925						29,694.94
10003150								
COUNTY ASSESSOR		10003150	1911944	505940	TRAINING	OKLAHOMA STATE UNIVE	V0015318	250.00
COUNTY ASSESSOR		10003150	1917084	505940	TRAINING	OKLAHOMA STATE UNIVE	V0015317	250.00
COUNTY ASSESSOR		10003150	1919698	505204	TRAVEL-OUT OF COUNTY	MILTON, PATRICK	061319	133.70
COUNTY ASSESSOR		10003150	1920657	607071	DATA PROCESSING EQUIPMENT	INTERWORKS INC	207562	13,126.50
COUNTY ASSESSOR		10003150	1922177	505204	TRAVEL-OUT OF COUNTY	MILTON, PATRICK	060919	718.47
COUNTY ASSESSOR		10003150	1922182	505204	TRAVEL-OUT OF COUNTY	ISABELLE, AUDREY	061019	293.43
COUNTY ASSESSOR		10003150	1922184	505204	TRAVEL-OUT OF COUNTY	REDBURN, SEAN	061019	174.42
COUNTY ASSESSOR		10003150	1922188	505204	TRAVEL-OUT OF COUNTY	CARLILE, DEIDRA ANN	061019	60.00
COUNTY ASSESSOR		10003150	1922190	505204	TRAVEL-OUT OF COUNTY	CONLEY, TRACI W	061019	60.00
COUNTY ASSESSOR		10003150	1923191	505819	MISCELLANEOUS SUPPLIES	BG SPECIALTIES INC	B076070	20.50
COUNTY ASSESSOR		10003150	1923317	505738	NON-CAPITAL OFFICE EQUIPMENT	ADMIRAL EXPRESS	2039841-0	713.98
Department Total		10003150						15,801.00
10003599								
SHERIFF WARRANT DIVISION		10003599	1923153	505849	OPERATING SUPPLIES	WALKER COMPANIES	HAMILTON- NOTARY- 2019	92.50
Department Total		10003599						92.50

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10003600								
SHERIFF'S DEPT-GENERAL FUND		10003600	1914183	505775	MEDICAL,SURGICAL & CLINICAL	OKLAHOMA STATE UNIVE	0519TCSO	90.00
SHERIFF'S DEPT-GENERAL FUND		10003600	1914616	505849	OPERATING SUPPLIES	TULSA COFFEE SERVICE	014046	68.97
SHERIFF'S DEPT-GENERAL FUND		10003600	1916726	505909	RENTALS & LEASES	IMAGENET CONSULTING	CNIN092480 BMIT	124.48
SHERIFF'S DEPT-GENERAL FUND		10003600	1918070	505969	UTILITY SERVICES	COXCOM INC	001-6311- 064512001	119.95
SHERIFF'S DEPT-GENERAL FUND		10003600	1921849	505849	OPERATING SUPPLIES	BAYSINGER POLICE	1020553	317.94
SHERIFF'S DEPT-GENERAL FUND		10003600	1921850	505849	OPERATING SUPPLIES	BAYSINGER POLICE	1025800	317.94
SHERIFF'S DEPT-GENERAL FUND		10003600	1922580	505849	OPERATING SUPPLIES	GT DISTRIBUTORS INC	INV0713266	56.19
SHERIFF'S DEPT-GENERAL FUND		10003600	1923144	505849	OPERATING SUPPLIES	OFFICE DEPOT INC	32835351500 1	14.46
SHERIFF'S DEPT-GENERAL FUND		10003600	1923303	505849	OPERATING SUPPLIES	ADVANCED INDUSTRIAL	252170	52.17
SHERIFF'S DEPT-GENERAL FUND		10003600	1923304	505849	OPERATING SUPPLIES	MERRIFIELD OFFICE SO	1072337-001	105.27
SHERIFF'S DEPT-GENERAL FUND		10003600	1923353	505892	LEGAL SERVICES	WOOD PUHL & WOOD PL	I-0001618	700.00
SHERIFF'S DEPT-GENERAL FUND		10003600	1923356	505909	RENTALS & LEASES	IMAGENET CONSULTING	CNIN091919 BMIT	459.63
Department Total		10003600						2,427.00
10003675								
PUBLIC DEFENDER-GEN		10003675	1912796	505739	OFFICE SUPPLIES	J D YOUNG	832464	140.85
PUBLIC DEFENDER-GEN		10003675	1912797	505739	OFFICE SUPPLIES	J D YOUNG	837930	140.85
PUBLIC DEFENDER-GEN		10003675	1917821	505739	OFFICE SUPPLIES	GREEN COUNTRY SHREDD	13449	50.00
PUBLIC DEFENDER-GEN		10003675	1921948	505859	OTHER SERVICES	INOUTBOARD.COM	29052	575.40
Department Total		10003675						907.10
10003750								
JUVENILE PROBATION		10003750	1916297	505203	MILEAGE REIMB-IN COUNTY	THOMAS, ERMELINDA	042419- 042619	35.38
JUVENILE PROBATION		10003750	1919770	505203	MILEAGE REIMB-IN COUNTY	FRAKES, JADE	050119- 053119	155.44
JUVENILE PROBATION		10003750	1920104	505854	SPECIAL SERVICES	DRUGS OF ABUSE TESTI	19677	951.96
JUVENILE PROBATION		10003750	1922746	505849	OPERATING SUPPLIES	AMERICAN SERVICES IN	0039360-IN	1,000.00
Department Total		10003750						2,142.78

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20101650								
SELF INSURANCE		20101650	1922755	506085	EXPENSES FOR ADMINISTRATION	COMMUNITYCARE HMO	MAY-2019-CLAIMS-FEES	1,959.44
SELF INSURANCE		20101650	1922755	505140	GROUP HOSPITALIZATION	COMMUNITYCARE HMO	MAY-2019-CLAIMS-FEES	97,971.32
Department Total		20101650						99,930.76
20101655								
FLEX SPENDING ACCOUNT		20101655	1923430	506085	EXPENSES FOR ADMINISTRATION	HEALTHSMART BENEFIT	1218RUN26-A	971.75
FLEX SPENDING ACCOUNT		20101655	1923431	506085	EXPENSES FOR ADMINISTRATION	HEALTHSMART BENEFIT	1218RUN26-B	641.35
FLEX SPENDING ACCOUNT		20101655	1923432	506085	EXPENSES FOR ADMINISTRATION	HEALTHSMART BENEFIT	1218RUN26-C	320.68
FLEX SPENDING ACCOUNT		20101655	1923433	506085	EXPENSES FOR ADMINISTRATION	HEALTHSMART BENEFIT	1218RUN26-D	320.68
Department Total		20101655						2,254.46
20101660								
HEALTH DEPT FLEX SPENDING ACCT		20101660	1923430	506085	EXPENSES FOR ADMINISTRATION	HEALTHSMART BENEFIT	1218RUN26-A	367.25
HEALTH DEPT FLEX SPENDING ACCT		20101660	1923431	506085	EXPENSES FOR ADMINISTRATION	HEALTHSMART BENEFIT	1218RUN26-B	242.39
HEALTH DEPT FLEX SPENDING ACCT		20101660	1923432	506085	EXPENSES FOR ADMINISTRATION	HEALTHSMART BENEFIT	1218RUN26-C	121.19
HEALTH DEPT FLEX SPENDING ACCT		20101660	1923433	506085	EXPENSES FOR ADMINISTRATION	HEALTHSMART BENEFIT	1218RUN26-D	121.19
Department Total		20101660						852.02
20202585								
PARK OPERATIONS		20202585	1909270	505539	BLDGS & GROUNDS MAINTENANCE	SAFETY-KLEEN SYSTEMS	80042715	200.51
PARK OPERATIONS		20202585	1917060	505853	SECURITY SERVICE	PRAETORIA GROUP LLC	TCP-027	680.00
PARK OPERATIONS		20202585	1917527	505803	RECREATIONAL & EDUCATIONAL	BRADLEYS LOCK AND S	11959	180.00
PARK OPERATIONS		20202585	1918649	505969	UTILITY SERVICES	ONEOK INC	211101262-2185900-18	43.07

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PARK OPERATIONS		20202585	1918649	505969	UTILITY SERVICES	ONEOK INC	210036581-2526825-18	93.33
PARK OPERATIONS		20202585	1919880	505544	DAY CAMP - PARKS	DOVE SPORTS DBA	INV00027	138.00
PARK OPERATIONS		20202585	1920873	505969	UTILITY SERVICES	JENKS PUBLIC WORKS A	06-0595-00	15.45
PARK OPERATIONS		20202585	1920873	505969	UTILITY SERVICES	JENKS PUBLIC WORKS A	06-0590-01	198.61
PARK OPERATIONS		20202585	1920873	505969	UTILITY SERVICES	JENKS PUBLIC WORKS A	06-0740-00	224.65
PARK OPERATIONS		20202585	1921103	505539	BLDGS & GROUNDS MAINTENANCE	TULSA BASEBALL INC	66839-19	270.00
PARK OPERATIONS		20202585	1921115	505539	BLDGS & GROUNDS MAINTENANCE	SHEARER SUPPLY INC	T052541	1,900.37
PARK OPERATIONS		20202585	1921304	505539	BLDGS & GROUNDS MAINTENANCE	SPOK INC	C0321074R	9.82
PARK OPERATIONS		20202585	1921525	505969	UTILITY SERVICES	CITY OF TULSA	1074-6593-2	375.22
PARK OPERATIONS		20202585	1921525	505969	UTILITY SERVICES	CITY OF TULSA	1056-7787-6	1,031.34
PARK OPERATIONS		20202585	1921525	505969	UTILITY SERVICES	CITY OF TULSA	1036-8326-4	2,321.74
PARK OPERATIONS		20202585	1921537	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	955-270-203-0-9	47.45
PARK OPERATIONS		20202585	1921537	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	958-060-203-0-1	85.40
PARK OPERATIONS		20202585	1921537	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	957-150-203-0-1	198.28
PARK OPERATIONS		20202585	1921537	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	952-540-203-0-8	268.98
PARK OPERATIONS		20202585	1921538	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	953-122-904-2-2	1,287.67
PARK OPERATIONS		20202585	1921545	505969	UTILITY SERVICES	OG&E	131187274-9	24.94
PARK OPERATIONS		20202585	1921545	505969	UTILITY SERVICES	OG&E	126934-9	53.57
PARK OPERATIONS		20202585	1921545	505969	UTILITY SERVICES	OG&E	127644014-4	4,136.41
PARK OPERATIONS		20202585	1921546	505969	UTILITY SERVICES	CITY OF BIXBY	01-0211-00	41.03
PARK OPERATIONS		20202585	1921546	505969	UTILITY SERVICES	CITY OF BIXBY	01-6240-01	139.60
PARK OPERATIONS		20202585	1921546	505969	UTILITY SERVICES	CITY OF BIXBY	06-0240-00	6,462.96
PARK OPERATIONS		20202585	1921680	505539	BLDGS & GROUNDS MAINTENANCE	MCINTOSH CORPORATION	6200641-1	2,439.00
PARK OPERATIONS		20202585	1921698	505969	UTILITY SERVICES	CITY OF BIXBY	01-0211-00	41.03
PARK OPERATIONS		20202585	1921698	505969	UTILITY SERVICES	CITY OF BIXBY	01-6240-01	139.60
PARK OPERATIONS		20202585	1921698	505969	UTILITY SERVICES	CITY OF BIXBY	06-0240-00	11,772.19

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PARK OPERATIONS		20202585	1921703	505969	UTILITY SERVICES	ONEOK INC	210036581-1039777-73	114.70
PARK OPERATIONS		20202585	1921754	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	CM-063049601	-62.12
PARK OPERATIONS		20202585	1921754	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063267764	25.17
PARK OPERATIONS		20202585	1921754	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063274533	40.34
PARK OPERATIONS		20202585	1921754	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063269599	52.71
PARK OPERATIONS		20202585	1921754	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063267429	62.12
PARK OPERATIONS		20202585	1921754	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063270562	62.12
PARK OPERATIONS		20202585	1921754	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063273640	70.59
PARK OPERATIONS		20202585	1921754	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063270563	87.64
PARK OPERATIONS		20202585	1921754	505539	BLDGS & GROUNDS MAINTENANCE	CINTAS CORPORATION	063267430	95.39
PARK OPERATIONS		20202585	1921763	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005304039	70.74
PARK OPERATIONS		20202585	1921763	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005306829	97.00
PARK OPERATIONS		20202585	1921763	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005306586	120.00
PARK OPERATIONS		20202585	1921763	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005306557	251.00
PARK OPERATIONS		20202585	1921763	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005306556	278.00
PARK OPERATIONS		20202585	1921763	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005306555	308.00
PARK OPERATIONS		20202585	1921763	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005306553	361.00
PARK OPERATIONS		20202585	1921763	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005306554	365.00
PARK OPERATIONS		20202585	1921763	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005306552	493.00
PARK OPERATIONS		20202585	1922465	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	000530785-H	255.00

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PARK OPERATIONS		20202585	1922466	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005307085- G	255.00
PARK OPERATIONS		20202585	1922467	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	5307085-F	255.00
PARK OPERATIONS		20202585	1922469	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	5307085-E	255.00
PARK OPERATIONS		20202585	1922470	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	5307085-D	255.00
PARK OPERATIONS		20202585	1922472	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	5307085-C	255.00
PARK OPERATIONS		20202585	1922473	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	5307085-B	255.00
PARK OPERATIONS		20202585	1922474	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	5307085-A	255.00
PARK OPERATIONS		20202585	1922925	505539	BLDGS & GROUNDS MAINTENANCE	BEN E KEITH FOODS	64375433	1,180.24
PARK OPERATIONS		20202585	1922996	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	952-470-939- 0-9	24.39
PARK OPERATIONS		20202585	1922996	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	959-650-203- 0-8	170.70
PARK OPERATIONS		20202585	1922996	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	956-535-103- 0-5	201.12
PARK OPERATIONS		20202585	1922996	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	959-960-203- 0-1	215.39
PARK OPERATIONS		20202585	1922996	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	958-350-002- 0-9	358.81
PARK OPERATIONS		20202585	1922996	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	955-558-665- 0-8	583.81
PARK OPERATIONS		20202585	1922997	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	958-355-103- 0-6	70.28
PARK OPERATIONS		20202585	1922997	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	954-360-203- 0-9	171.21
PARK OPERATIONS		20202585	1922997	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	959-280-203- 0-4	434.66
PARK OPERATIONS		20202585	1922997	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	954-035-103- 0-8	467.46
PARK OPERATIONS		20202585	1922997	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	953-944-690- 0-1	557.45
PARK OPERATIONS		20202585	1922997	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	954-433-226- 0-7	982.46



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PARK OPERATIONS		20202585	1923241	506185	OTHER REFUNDS	BIXBY METRO CHAMBER	201204	256.00
PARK OPERATIONS		20202585	1923242	505540	SWIMMING POOL SUPPLIES	DELEON, TONI	110346	75.00
PARK OPERATIONS		20202585	1923382	505539	BLDGS & GROUNDS MAINTENANCE	DICKERSON, SHERRY	88351	160.00
PARK OPERATIONS		20202585	1923383	505539	BLDGS & GROUNDS MAINTENANCE	J D YOUNG	109230	405.00
PARK OPERATIONS		20202585	1923502	506175	PURCHASES FOR RESALE- PARKS	BARTHOLOMEW, STEPH	110394	125.00
PARK OPERATIONS		20202585	1923503	506175	PURCHASES FOR RESALE- PARKS	SMITH, ALLYSSIA	110366	75.00
PARK OPERATIONS		20202585	1923504	506175	PURCHASES FOR RESALE- PARKS	CLARK, ESTHER	EC030519	100.00
PARK OPERATIONS		20202585	1923720	505539	BLDGS & GROUNDS MAINTENANCE	SOUTHVEST INC	126836- PARKS	355.20
PARK OPERATIONS		20202585	1923725	505742	CONCESSIONS SUPPLIES	JINKS, JENNIFER	JJ052119	125.00
PARK OPERATIONS		20202585	1923756	506175	PURCHASES FOR RESALE- PARKS	SMITH, PATRICK	110402	75.00
Department Total		20202585						46,921.80
20202600								
GROUND'S & MAINTENANCE		20202600	1918402	505536	PLUMBING SERVICE	LEKTRON LIGHTING & S	75252	599.62
GROUND'S & MAINTENANCE		20202600	1919320	505590	OPER SUPPLIES&MAINT-EQUIP	ARIENS COMPANY	401320	987.26
GROUND'S & MAINTENANCE		20202600	1919352	505590	OPER SUPPLIES&MAINT-EQUIP	ARIENS COMPANY	412624	985.02
GROUND'S & MAINTENANCE		20202600	1920431	505590	OPER SUPPLIES&MAINT-EQUIP	MARTIN SALES & RENTA	94333	277.71
GROUND'S & MAINTENANCE		20202600	1920431	505590	OPER SUPPLIES&MAINT-EQUIP	MARTIN SALES & RENTA	93951	508.15
GROUND'S & MAINTENANCE		20202600	1921751	505590	OPER SUPPLIES&MAINT-EQUIP	SOUTHERN TIRE MART	3500015946	1,200.00
GROUND'S & MAINTENANCE		20202600	1922092	505590	OPER SUPPLIES&MAINT-EQUIP	PROFESSIONAL TURF	1456688-00	236.55
GROUND'S & MAINTENANCE		20202600	1922092	505590	OPER SUPPLIES&MAINT-EQUIP	PROFESSIONAL TURF	1456169-00	526.98
GROUND'S & MAINTENANCE		20202600	1922196	505539	BLDGS & GROUNDS MAINTENANCE	APAC-CENTRAL INC	7001243365	278.40



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GROUND & MAINTENANCE		20202600	1922578	505590	OPER SUPPLIES&MAINT-EQUIP	A & N TRAILER PARTS	00316883	133.95
GROUND & MAINTENANCE		20202600	1923278	505590	OPER SUPPLIES&MAINT-EQUIP	MARTIN SALES & RENTA	96722	799.89
GROUND & MAINTENANCE		20202600	1923293	505539	BLDGS & GROUNDS MAINTENANCE	TULSA GAS & GEAR LLC	00595- 50124206	197.50
Department Total		20202600						6,731.03
20202650								
LAFORTUNE GOLF COURSE		20202650	1914057	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005262029	255.00
LAFORTUNE GOLF COURSE		20202650	1914057	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005284462	255.00
LAFORTUNE GOLF COURSE		20202650	1914057	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005307028	255.00
LAFORTUNE GOLF COURSE		20202650	1914057	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005239788	510.00
LAFORTUNE GOLF COURSE		20202650	1914623	506175	PURCHASES FOR RESALE- PARKS	ITW FOOD EQUIPMENT	34075361	345.50
LAFORTUNE GOLF COURSE		20202650	1914623	506175	PURCHASES FOR RESALE- PARKS	ITW FOOD EQUIPMENT	34093687	637.01
LAFORTUNE GOLF COURSE		20202650	1915039	506175	PURCHASES FOR RESALE- PARKS	MCINTOSH CORPORATION	95005486	873.32
LAFORTUNE GOLF COURSE		20202650	1919741	505800	AGRICULTURAL SUPPLIES	J R SIMPLOT COMPANY	218033898	464.00
LAFORTUNE GOLF COURSE		20202650	1921766	506175	PURCHASES FOR RESALE- PARKS	BOTTLING GROUP LLC	30441053	1,187.37
LAFORTUNE GOLF COURSE		20202650	1922490	505849	OPERATING SUPPLIES	SITEONE LANDSCAPE SU	91799997- 001	2,252.78
LAFORTUNE GOLF COURSE		20202650	1922583	506175	PURCHASES FOR RESALE- PARKS	TULSA COFFEE SERVICE	725391	123.92
LAFORTUNE GOLF COURSE		20202650	1922588	506175	PURCHASES FOR RESALE- PARKS	CINTAS CORPORATION	063274981	88.78
LAFORTUNE GOLF COURSE		20202650	1922588	506175	PURCHASES FOR RESALE- PARKS	CINTAS CORPORATION	063278040	88.78
LAFORTUNE GOLF COURSE		20202650	1922588	506175	PURCHASES FOR RESALE- PARKS	CINTAS CORPORATION	063273637	97.20
LAFORTUNE GOLF COURSE		20202650	1922588	506175	PURCHASES FOR RESALE- PARKS	CINTAS CORPORATION	063276767	97.20
LAFORTUNE GOLF COURSE		20202650	1923275	506175	PURCHASES FOR RESALE- PARKS	TULSA BEEF & PROVISI	00108-2019	88.70

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LAFORTUNE GOLF COURSE		20202650	1923275	506175	PURCHASES FOR RESALE-PARKS	TULSA BEEF & PROVISI	99559-2019	175.40
LAFORTUNE GOLF COURSE		20202650	1923280	506175	PURCHASES FOR RESALE-PARKS	BEN E KEITH FOODS	64374232	198.81
LAFORTUNE GOLF COURSE		20202650	1923280	506175	PURCHASES FOR RESALE-PARKS	BEN E KEITH FOODS	64371495	238.55
LAFORTUNE GOLF COURSE		20202650	1923280	506175	PURCHASES FOR RESALE-PARKS	BEN E KEITH FOODS	64366380	632.42
LAFORTUNE GOLF COURSE		20202650	1923543	506175	PURCHASES FOR RESALE-PARKS	BEN E KEITH FOODS	64379474	380.85
LAFORTUNE GOLF COURSE		20202650	1923543	506175	PURCHASES FOR RESALE-PARKS	BEN E KEITH FOODS	64375590	610.28
Department Total		20202650						9,855.87
20202675								
SOUTHLAKES GOLF COURSE		20202675	1908108	505800	AGRICULTURAL SUPPLIES	REGAL CHEMICAL CO	0468870	1,520.00
SOUTHLAKES GOLF COURSE		20202675	1917898	505590	OPER SUPPLIES&MAINT-EQUIP	ARIENS COMPANY	494964	567.61
SOUTHLAKES GOLF COURSE		20202675	1920691	505790	PLUMBING PARTS & SUPPLIES	PROFESSIONAL TURF	CM-1455622-00	-1,491.77
SOUTHLAKES GOLF COURSE		20202675	1920691	505790	PLUMBING PARTS & SUPPLIES	PROFESSIONAL TURF	1455625-00	1,140.44
SOUTHLAKES GOLF COURSE		20202675	1920691	505790	PLUMBING PARTS & SUPPLIES	PROFESSIONAL TURF	1453423-00	1,491.77
SOUTHLAKES GOLF COURSE		20202675	1922114	505590	OPER SUPPLIES&MAINT-EQUIP	PROFESSIONAL TURF	1455626-00	351.33
Department Total		20202675						3,579.38
21003050								
ASSESSOR VISUAL INSP		21003050	1909065	505940	TRAINING	OKLAHOMA STATE UNIVE	V0015317-E	375.00
ASSESSOR VISUAL INSP		21003050	1913578	505940	TRAINING	OKLAHOMA STATE UNIVE	V0015317-C	125.00
ASSESSOR VISUAL INSP		21003050	1913742	505940	TRAINING	OKLAHOMA STATE UNIVE	V0015317-A	125.00
ASSESSOR VISUAL INSP		21003050	1915766	505940	TRAINING	OKLAHOMA STATE UNIVE	V0015317-B	125.00
ASSESSOR VISUAL INSP		21003050	1918164	505940	TRAINING	OKLAHOMA STATE UNIVE	V0015317-D	375.00
ASSESSOR VISUAL INSP		21003050	1922188	505204	TRAVEL-OUT OF COUNTY	CARLILE, DEIDRA ANN	061019	152.50
ASSESSOR VISUAL INSP		21003050	1922190	505204	TRAVEL-OUT OF COUNTY	CONLEY, TRACI W	061019	152.50
ASSESSOR VISUAL INSP		21003050	1922203	505204	TRAVEL-OUT OF COUNTY	COOK, LOGAN	061019	152.50
ASSESSOR VISUAL INSP		21003050	1922208	505204	TRAVEL-OUT OF COUNTY	LAY, ZACH	061819	152.50

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ASSESSOR VISUAL INSP		21003050	1922209	505204	TRAVEL-OUT OF COUNTY	KELLEY, DONALD G	061819	213.50
Department Total		21003050						1,948.50
23003600								
SHERIFF'S DEPT - CASH FUND		23003600	1901982	505855	EQUIP SERVICE AGREEMENTS	EMERGENCY POWER SYST	19-1116243-02	1,000.00
SHERIFF'S DEPT - CASH FUND		23003600	1903755	505849	OPERATING SUPPLIES	EMERGENCY POWER SYST	19-116243-01	2,470.00
SHERIFF'S DEPT - CASH FUND		23003600	1909965	505849	OPERATING SUPPLIES	EMERGENCY POWER SYST	19-116243	2,470.00
SHERIFF'S DEPT - CASH FUND		23003600	1912662	505590	OPER SUPPLIES&MAINT-EQUIP	EMERGENCY POWER SYST	19-116243-03	2,850.00
SHERIFF'S DEPT - CASH FUND		23003600	1915213	505204	TRAVEL-OUT OF COUNTY	TESSON, JUSTIN	060919-061419	308.00
SHERIFF'S DEPT - CASH FUND		23003600	1915220	505204	TRAVEL-OUT OF COUNTY	LINFOOT, RYAN	060919-061419	308.00
SHERIFF'S DEPT - CASH FUND	SA13P	23003600	1918072	505969	UTILITY SERVICES	CITY OF TULSA	1087-7048-8	51.41
SHERIFF'S DEPT - CASH FUND		23003600	1918570	505855	EQUIP SERVICE AGREEMENTS	AMERICAN SERVICES IN	0039370-IN	40.00
SHERIFF'S DEPT - CASH FUND		23003600	1918802	505849	OPERATING SUPPLIES	CINTAS CORPORATION	063272995	51.09
SHERIFF'S DEPT - CASH FUND		23003600	1918803	505849	OPERATING SUPPLIES	CINTAS CORPORATION	063251210	39.78
SHERIFF'S DEPT - CASH FUND		23003600	1918803	505849	OPERATING SUPPLIES	CINTAS CORPORATION	063276130	41.79
SHERIFF'S DEPT - CASH FUND		23003600	1918933	505909	RENTALS & LEASES	IMAGENET CONSULTING	CNIN092411 BMIT	367.78
SHERIFF'S DEPT - CASH FUND		23003600	1918937	505909	RENTALS & LEASES	IMAGENET CONSULTING	CNIN092429 BMIT	337.95
SHERIFF'S DEPT - CASH FUND		23003600	1920576	505855	EQUIP SERVICE AGREEMENTS	EMERGENCY POWER SYST	19-116243-04	1,045.00
SHERIFF'S DEPT - CASH FUND		23003600	1922920	505849	OPERATING SUPPLIES	ECONOMY LUMBER CO IN	28215	1,000.00
SHERIFF'S DEPT - CASH FUND		23003600	1922921	505590	OPER SUPPLIES&MAINT-EQUIP	ECONOMY LUMBER CO IN	28264	1,000.00
Department Total		23003600						13,380.80
23203644								
USER REVENUES - JAIL		23203644	1916698	506082	CONTRACTED SERVICES	ELIOR INC	INV2000049171	32,931.66
U-SER REVENUES - JAIL		23203644	1916969	506080	CONTRACTED MEDICAL SERVICES	TURN KEY HEALTH	TUL-033	223,285.57

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USER REVENUES - JAIL		23203644	1923596	505845	EXTRADITION EXPENSE	SPEARS WORLD TRAVEL	1533452	360.00
USER REVENUES - JAIL		23203644	1923596	505845	EXTRADITION EXPENSE	SPEARS WORLD TRAVEL	1533450	690.00
USER REVENUES - JAIL		23203644	1923596	505845	EXTRADITION EXPENSE	SPEARS WORLD TRAVEL	1533451	690.00
Department Total		23203644						257,957.23
23203646								
OTHER COUNTY REVENUE - JAIL		23203646	1916969	506080	CONTRACTED MEDICAL SERVICES	TURN KEY HEALTH	TUL-033	142,293.78
OTHER COUNTY REVENUE - JAIL		23203646	1923603	505760	JANITORIAL SUPPLIES	ADVANCED INDUSTRIAL	252128	191.70
OTHER COUNTY REVENUE - JAIL		23203646	1923603	505760	JANITORIAL SUPPLIES	ADVANCED INDUSTRIAL	252128BO	747.63
Department Total		23203646						143,233.11
23203647								
USE TAX - JAIL		23203647	1916969	506080	CONTRACTED MEDICAL SERVICES	TURN KEY HEALTH	TUL-033	143,477.65
Department Total		23203647						143,477.65
23953595								
TULSA CO JAIL COMMISSARY		23953595	1918152	505849	OPERATING SUPPLIES	IMAGENET CONSULTING	CNIN092628 BMIT	207.80
TULSA CO JAIL COMMISSARY		23953595	1918428	505849	OPERATING SUPPLIES	KEEFE GROUP LLC	1158567	500.40
TULSA CO JAIL COMMISSARY		23953595	1918428	505849	OPERATING SUPPLIES	KEEFE GROUP LLC	1159463	2,598.80
TULSA CO JAIL COMMISSARY		23953595	1920101	505849	OPERATING SUPPLIES	BOB BARKER COMPANY I	WEB0006076 29	456.85
TULSA CO JAIL COMMISSARY		23953595	1920102	505849	OPERATING SUPPLIES	BOB BARKER COMPANY I	WEB0006090 06	351.60
TULSA CO JAIL COMMISSARY		23953595	1922676	505849	OPERATING SUPPLIES	CUSTOM TECHNOLOGIES	3989	2,800.00
TULSA CO JAIL COMMISSARY		23953595	1922677	505849	OPERATING SUPPLIES	CUSTOM TECHNOLOGIES	3990	8,400.00
Department Total		23953595						15,315.45
24003325								
COUNTY CLERK RECORDS MGMT		24003325	1915115	505940	TRAINING	OKLAHOMA STATE UNIVE	061819- TURLEY	65.00
COUNTY CLERK RECORDS MGMT		24003325	1915117	505940	TRAINING	OKLAHOMA STATE UNIVE	061819- STINNETT	65.00
COUNTY CLERK RECORDS MGMT		24003325	1922708	505564	SOFTWARE NON-CAPITAL	CDW LLC	SNC9825	2,201.88

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COUNTY CLERK RECORDS MGMT		24003325	1923079	505849	OPERATING SUPPLIES	VERITIV OPERATING	012-60253865	639.00
COUNTY CLERK RECORDS MGMT		24003325	1923164	505567	OFFICE EQUIPMENT-NON-CAPITAL	CDW LLC	SQL5782	453.90
COUNTY CLERK RECORDS MGMT		24003325	1923212	505849	OPERATING SUPPLIES	AMAZON.COM LLC	455489475489	119.97
COUNTY CLERK RECORDS MGMT		24003325	1923421	505849	OPERATING SUPPLIES	J D YOUNG	844919	240.00
COUNTY CLERK RECORDS MGMT		24003325	1923634	505204	TRAVEL-OUT OF COUNTY	TURLEY, LOIS	06182019-LTURLEY	140.20
Department Total		24003325						3,924.95
24103350								
COUNTY CLERK LIEN FEES		24103350	1920169	505204	TRAVEL-OUT OF COUNTY	OKLAHOMA TURNPIKE	20190595461	22.80
Department Total		24103350						22.80
26003900								
JUVENILE DETENTION		26003900	1918770	505859	OTHER SERVICES	BROOKS GREASE SERVIC	153074	428.00
JUVENILE DETENTION		26003900	1919343	505909	RENTALS & LEASES	MOBILE MINI INC	9006491151	132.83
JUVENILE DETENTION		26003900	1919343	505909	RENTALS & LEASES	MOBILE MINI INC	9006491152	132.83
JUVENILE DETENTION		26003900	1920328	505889	PROFESSIONAL & TECH SERVICES	DEATHERAGE COMPANIES	061819	135.00
JUVENILE DETENTION		26003900	1921963	505849	OPERATING SUPPLIES	VERITIV OPERATING	012-60255110	195.00
Department Total		26003900						1,023.66
26003925								
JUVENILE GRANT	G0025	26003925	1920105	505854	SPECIAL SERVICES	DRUGS OF ABUSE TESTI	19642	1,478.24
Department Total		26003925						1,478.24
27002825								
GRANT FUNDS	GU17N	27002825	1923413	506082	CONTRACTED SERVICES	INDIAN NATIONS COUNC	222817	17,540.55
Department Total		27002825						17,540.55
27004750								
EMERGENCY 911		27004750	1918147	505858	E-911 WIRELESS SERVICE	INDIAN NATIONS COUNC	E-001438	9,402.35
Department Total		27004750						9,402.35

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27004850								
HOME CONSORTIUM	GH18E	27004850	1923414	506130	OPERATIONAL FUNDS	INDIAN NATIONS COUNC	222816	6,712.45
HOME CONSORTIUM	GH18C	27004850	1923740	506130	OPERATIONAL FUNDS	COMMUNITY ACTION RES	1310	2,926.75
HOME CONSORTIUM	GH18C	27004850	1923740	506130	OPERATIONAL FUNDS	COMMUNITY ACTION RES	1312	3,938.75
HOME CONSORTIUM	GH18C	27004850	1923740	506130	OPERATIONAL FUNDS	COMMUNITY ACTION RES	1311	4,594.25
Department Total		27004850						18,172.20
29103000								
TREAS-RESALE PROPERTY		29103000	1919535	505539	BLDGS & GROUNDS MAINTENANCE	CITY OF TULSA	420284	240.00
TREAS-RESALE PROPERTY		29103000	1920254	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	563899	51,386.18
TREAS-RESALE PROPERTY		29103000	1920605	505551	POSTAGE	SASHAY CORPORATE SER	148440	29.73
TREAS-RESALE PROPERTY		29103000	1920605	505854	SPECIAL SERVICES	SASHAY CORPORATE SER	148440	128.19
TREAS-RESALE PROPERTY		29103000	1921244	505551	POSTAGE	SASHAY CORPORATE SER	148632	6.61
TREAS-RESALE PROPERTY		29103000	1921244	505854	SPECIAL SERVICES	SASHAY CORPORATE SER	148632	47.72
TREAS-RESALE PROPERTY		29103000	1921630	505551	POSTAGE	SASHAY CORPORATE SER	148866	5.14
TREAS-RESALE PROPERTY		29103000	1921630	505854	SPECIAL SERVICES	SASHAY CORPORATE SER	148866	73.47
TREAS-RESALE PROPERTY		29103000	1921987	505551	POSTAGE	SASHAY CORPORATE SER	148946	6.84
TREAS-RESALE PROPERTY		29103000	1921987	505854	SPECIAL SERVICES	SASHAY CORPORATE SER	148946	104.80
TREAS-RESALE PROPERTY		29103000	1922591	505551	POSTAGE	SASHAY CORPORATE SER	117.52	11.89
TREAS-RESALE PROPERTY		29103000	1922591	505854	SPECIAL SERVICES	SASHAY CORPORATE SER	117.52	105.63
TREAS-RESALE PROPERTY		29103000	1922615	505539	BLDGS & GROUNDS MAINTENANCE	CITY OF TULSA	1021-5004-2	7.66
TREAS-RESALE PROPERTY		29103000	1922615	505539	BLDGS & GROUNDS MAINTENANCE	CITY OF TULSA	1065-7179-7	7.66
TREAS-RESALE PROPERTY		29103000	1923087	505849	OPERATING SUPPLIES	ADVANCED INDUSTRIAL	252093	29.50
TREAS-RESALE PROPERTY		29103000	1923478	505883	ABSTRACT SERVICE	AMERICAN EAGLE TITLE	1906-0205-55 -1	900.00
Department Total		29103000						53,091.02
30002325								
HIGHWAY CONSTRUCTION DIV		30002325	1913864	505849	OPERATING SUPPLIES	UNITED STATES CELL	0312789598	200.72
HIGHWAY CONSTRUCTION DIV		30002325	1915024	505849	OPERATING SUPPLIES	SIGNALTEK INC	15943	445.00
HIGHWAY CONSTRUCTION DIV		30002325	1921492	505590	OPER SUPPLIES&MAINT-EQUIP	QUALITY PETROLEUM	08059634- 001	1,947.00



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HIGHWAY CONSTRUCTION DIV		30002325	1921493	505590	OPER SUPPLIES&MAINT-EQUIP	TIMMONS OIL COMPANY	WI09751B	734.80
HIGHWAY CONSTRUCTION DIV		30002325	1921511	505590	OPER SUPPLIES&MAINT-EQUIP	OK FILTER CO INC	110394	219.72
HIGHWAY CONSTRUCTION DIV		30002325	1921967	505590	OPER SUPPLIES&MAINT-EQUIP	NCH CORPORATION	3548321	339.70
HIGHWAY CONSTRUCTION DIV		30002325	1922091	505590	OPER SUPPLIES&MAINT-EQUIP	AMERIFLEX HOSE &	336571	22.00
HIGHWAY CONSTRUCTION DIV		30002325	1922091	505590	OPER SUPPLIES&MAINT-EQUIP	AMERIFLEX HOSE &	335468	201.60
HIGHWAY CONSTRUCTION DIV		30002325	1922155	505590	OPER SUPPLIES&MAINT-EQUIP	W W GRAINGER INC	9190735333	389.83
HIGHWAY CONSTRUCTION DIV		30002325	1923048	505590	OPER SUPPLIES&MAINT-EQUIP	SOUTHERN TIRE MART	3500015779	5,280.00
HIGHWAY CONSTRUCTION DIV		30002325	1923050	505590	OPER SUPPLIES&MAINT-EQUIP	TURF LAND OUTDOOR	74461	249.71
HIGHWAY CONSTRUCTION DIV		30002325	1923051	505590	OPER SUPPLIES&MAINT-EQUIP	WARREN POWER & MACHI	PS10072162 1	110.00
HIGHWAY CONSTRUCTION DIV		30002325	1923060	505590	OPER SUPPLIES&MAINT-EQUIP	WELDON PARTS INC	2298562-00	457.62
HIGHWAY CONSTRUCTION DIV		30002325	1923065	505590	OPER SUPPLIES&MAINT-EQUIP	WARREN POWER & MACHI	PS10072249 8	281.53
HIGHWAY CONSTRUCTION DIV		30002325	1923068	505590	OPER SUPPLIES&MAINT-EQUIP	JOHN DEERE FINANCIAL	437033	178.32
HIGHWAY CONSTRUCTION DIV		30002325	1923069	505590	OPER SUPPLIES&MAINT-EQUIP	MYERS TIRE SUPPLY DI	95011001	65.82
HIGHWAY CONSTRUCTION DIV		30002325	1923069	505590	OPER SUPPLIES&MAINT-EQUIP	MYERS TIRE SUPPLY DI	95010314	223.13
HIGHWAY CONSTRUCTION DIV		30002325	1923082	505590	OPER SUPPLIES&MAINT-EQUIP	IEH AUTO PARTS LLC	002825339	130.00
HIGHWAY CONSTRUCTION DIV		30002325	1923110	505590	OPER SUPPLIES&MAINT-EQUIP	OWASSO LAWN CARE LLC	1030	300.00
HIGHWAY CONSTRUCTION DIV		30002325	1923165	505590	OPER SUPPLIES&MAINT-EQUIP	WARREN POWER & MACHI	PS10072289 9	240.11
HIGHWAY CONSTRUCTION DIV		30002325	1923170	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0830-403381	49.98
HIGHWAY CONSTRUCTION DIV		30002325	1923171	505849	OPERATING SUPPLIES	XEROX CORPORATION	097207585	51.21
HIGHWAY CONSTRUCTION DIV		30002325	1923223	505590	OPER SUPPLIES&MAINT-EQUIP	MCINTOSH CORPORATION	950005509	1,343.45

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HIGHWAY CONSTRUCTION DIV		30002325	1923231	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	cm-0830-403191	-46.00
HIGHWAY CONSTRUCTION DIV		30002325	1923231	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0830-402477	153.14
HIGHWAY CONSTRUCTION DIV		30002325	1923330	505590	OPER SUPPLIES&MAINT-EQUIP	WARREN POWER & MACHI	PS100722651	204.64
HIGHWAY CONSTRUCTION DIV		30002325	1923389	505849	OPERATING SUPPLIES	OZARK MOUNTAIN	71558	9,201.17
HIGHWAY CONSTRUCTION DIV		30002325	1923393	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	CM-0830-403407	-35.00
HIGHWAY CONSTRUCTION DIV		30002325	1923393	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0830-403400	124.81
Department Total		30002325						23,064.01
30002330								
HIGHWAY DISTRICT 1		30002330	1921111	505849	OPERATING SUPPLIES	NETWORKFLEET INC	OSV000001783432	184.95
HIGHWAY DISTRICT 1		30002330	1922001	505849	OPERATING SUPPLIES	CELLCO PARTNERSHIP	642174233-00001	349.99
HIGHWAY DISTRICT 1		30002330	1922192	505590	OPER SUPPLIES&MAINT-EQUIP	ROBERTS TRUCK CENTER	411183979	547.72
HIGHWAY DISTRICT 1		30002330	1922773	505849	OPERATING SUPPLIES	IMAGENET CONSULTING	CNIN092273BMIT	189.12
HIGHWAY DISTRICT 1		30002330	1922779	505849	OPERATING SUPPLIES	CELLCO PARTNERSHIP	642174233-00001	113.60
HIGHWAY DISTRICT 1		30002330	1922781	505849	OPERATING SUPPLIES	AYS LLC	177753	55.00
HIGHWAY DISTRICT 1		30002330	1922987	505849	OPERATING SUPPLIES	CLASSIC TULSA BG LLC	168233	450.00
HIGHWAY DISTRICT 1		30002330	1923021	505590	OPER SUPPLIES&MAINT-EQUIP	ROBERTS TRUCK CENTER	411184703	313.61
HIGHWAY DISTRICT 1		30002330	1923026	505590	OPER SUPPLIES&MAINT-EQUIP	OZARK MOUNTAIN	70635	9,724.87
HIGHWAY DISTRICT 1		30002330	1923049	505849	OPERATING SUPPLIES	AMAZON.COM LLC	435435495954	751.29
HIGHWAY DISTRICT 1		30002330	1923175	505849	OPERATING SUPPLIES	AMAZON.COM LLC	749355899539	270.76
HIGHWAY DISTRICT 1		30002330	1923263	505849	OPERATING SUPPLIES	OKLAHOMA DEPARTM	7033	50.00
HIGHWAY DISTRICT 1		30002330	1923264	505849	OPERATING SUPPLIES	OKLAHOMA TAX COMMISS	L0058276048	43.50
Department Total		30002330						13,044.41

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30002335								
HIGHWAY DISTRICT 2		30002335	1917182	505849	OPERATING SUPPLIES	IMAGENET CONSULTING	CNIN092563 BMIT	199.55
HIGHWAY DISTRICT 2		30002335	1919559	505849	OPERATING SUPPLIES	AMERICAN WASTE CONTR	0005307026	255.00
HIGHWAY DISTRICT 2		30002335	1920493	607079	OTHER M&E AND MATERIALS	CLARK EQUIPMENT	1305186	8,842.60
HIGHWAY DISTRICT 2		30002335	1921429	505849	OPERATING SUPPLIES	TULSA GAS & GEAR LLC	80009167	39.00
HIGHWAY DISTRICT 2		30002335	1921658	505590	OPER SUPPLIES&MAINT-EQUIP	ECONOMY LUMBER CO IN	28172	108.72
HIGHWAY DISTRICT 2		30002335	1921950	505590	OPER SUPPLIES&MAINT-EQUIP	BURDGE, TERRY	44904	650.00
HIGHWAY DISTRICT 2		30002335	1921980	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0172-469974	40.35
HIGHWAY DISTRICT 2		30002335	1922201	505590	OPER SUPPLIES&MAINT-EQUIP	W JOE SHAW LTD	T049075	59.13
HIGHWAY DISTRICT 2		30002335	1922412	505590	OPER SUPPLIES&MAINT-EQUIP	STOREY WRECKER INC	480907	220.00
HIGHWAY DISTRICT 2		30002335	1922444	505590	OPER SUPPLIES&MAINT-EQUIP	ECONOMY LUMBER CO IN	28171	302.40
HIGHWAY DISTRICT 2		30002335	1922504	505849	OPERATING SUPPLIES	QUALITY PETROLEUM	08059449- 001	273.22
HIGHWAY DISTRICT 2		30002335	1922612	505590	OPER SUPPLIES&MAINT-EQUIP	BERRY COMPANIES INC	CM- 07201887	-107.13
HIGHWAY DISTRICT 2		30002335	1922612	505590	OPER SUPPLIES&MAINT-EQUIP	BERRY COMPANIES INC	07201431	365.91
HIGHWAY DISTRICT 2		30002335	1922873	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	CM-0353- 351306	-50.00
HIGHWAY DISTRICT 2		30002335	1922873	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0353-351286	291.39
HIGHWAY DISTRICT 2		30002335	1923399	505849	OPERATING SUPPLIES	LUBRICATION SPECIALI	003562	1,656.00
Department Total		30002335						13,146.14
30002340								
HIGHWAY DISTRICT 3		30002340	1919492	505590	OPER SUPPLIES&MAINT-EQUIP	IMAGENET CONSULTING	CNIN092418 BMIT	177.36
HIGHWAY DISTRICT 3		30002340	1919794	505590	OPER SUPPLIES&MAINT-EQUIP	AYS LLC	177754	90.00
HIGHWAY DISTRICT 3		30002340	1922789	505590	OPER SUPPLIES&MAINT-EQUIP	ADVANCED WORKZONE	16958	1,430.00



Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
HIGHWAY DISTRICT 3		30002340	1922821	505590	OPER SUPPLIES&MAINT-EQUIP	OKLAHOMA TAX COMMISS	I1390684368	66.00
HIGHWAY DISTRICT 3		30002340	1922882	607079	OTHER M&E AND MATERIALS	BERRY COMPANIES INC	07202820	7,060.00
HIGHWAY DISTRICT 3		30002340	1923334	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	4601-258502	223.48
HIGHWAY DISTRICT 3		30002340	1923335	505590	OPER SUPPLIES&MAINT-EQUIP	ADVANCED INDUSTRIAL	252209	150.16
HIGHWAY DISTRICT 3		30002340	1923337	505590	OPER SUPPLIES&MAINT-EQUIP	OKLAHOMA TAX COMMISS	L0681040080	43.50
HIGHWAY DISTRICT 3		30002340	1923337	505590	OPER SUPPLIES&MAINT-EQUIP	OKLAHOMA TAX COMMISS	L1216141520	43.50
HIGHWAY DISTRICT 3		30002340	1923340	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	4601-258507	437.16
HIGHWAY DISTRICT 3		30002340	1923461	505590	OPER SUPPLIES&MAINT-EQUIP	ETZKORN, CHARLES	21507	216.50
Department Total		30002340						9,937.66
30002475								
HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-511076	100.00
HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-511077	100.00
HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-511078	100.00
HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-511079	100.00
HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-511080	100.00
HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-511081	100.00
HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-511082	100.00
HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-511083	100.00
HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-511084	100.00
HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-511085	100.00



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HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-511086	100.00
HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-511087	100.00
HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-511088	100.00
HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-511089	100.00
HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-512004	100.00
HIGHWAY SPECIAL PROJECTS	H101P	30002475	1909681	505849	OPERATING SUPPLIES	BUFFALO LAND ABSTRAC	21810-512006	100.00
HIGHWAY SPECIAL PROJECTS		30002475	1920507	505786	ASPHALT, CONCRETE & EMUL D3	SHERWOOD CONST	80581	603.17
HIGHWAY SPECIAL PROJECTS		30002475	1920507	505786	ASPHALT, CONCRETE & EMUL D3	SHERWOOD CONST	80602	607.29
HIGHWAY SPECIAL PROJECTS		30002475	1920507	505786	ASPHALT, CONCRETE & EMUL D3	SHERWOOD CONST	80624	1,156.90
HIGHWAY SPECIAL PROJECTS		30002475	1920507	505786	ASPHALT, CONCRETE & EMUL D3	SHERWOOD CONST	80620	1,716.80
HIGHWAY SPECIAL PROJECTS		30002475	1920507	505786	ASPHALT, CONCRETE & EMUL D3	SHERWOOD CONST	80630	11,783.61
HIGHWAY SPECIAL PROJECTS		30002475	1920507	505786	ASPHALT, CONCRETE & EMUL D3	SHERWOOD CONST	80627	21,600.34
HIGHWAY SPECIAL PROJECTS		30002475	1920507	505786	ASPHALT, CONCRETE & EMUL D3	SHERWOOD CONST	80628	31,430.23
HIGHWAY SPECIAL PROJECTS		30002475	1921964	505785	ASPHALT, CONCRETE & EMUL D2	ANCHOR STONE COMPANY	191231609	1,620.84
HIGHWAY SPECIAL PROJECTS		30002475	1922194	505785	ASPHALT, CONCRETE & EMUL D2	FENSCO INC	54631	4,900.80
HIGHWAY SPECIAL PROJECTS		30002475	1922449	505785	ASPHALT, CONCRETE & EMUL D2	ANCHOR STONE COMPANY	191285009	4,774.44
HIGHWAY SPECIAL PROJECTS		30002475	1923177	505784	ASPHALT, CONCRETE & EMUL D1	SHERWOOD CONST	80632	22,643.47
HIGHWAY SPECIAL PROJECTS		30002475	1923178	505789	OTHER PAVING MATERIAL	ANCHOR STONE COMPANY	191420509	1,148.22
HIGHWAY SPECIAL PROJECTS		30002475	1923180	505789	OTHER PAVING MATERIAL	ANCHOR STONE COMPANY	191420609	407.52
Department Total		30002475						105,993.63

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41506650								
OFFICE OF DIRECTOR		41506650	1909332	505889	PROFESSIONAL & TECH SERVICES	COMMUNITY CARE HMO I	CCEAP-060119	248.20
OFFICE OF DIRECTOR		41506650	1909529	505889	PROFESSIONAL & TECH SERVICES	AMERICAN CHECKED	8994-20190531	550.30
OFFICE OF DIRECTOR		41506650	1920396	505889	PROFESSIONAL & TECH SERVICES	INDEED INC	23739761	1,000.00
OFFICE OF DIRECTOR		41506650	1923692	505569	DATA PROCESSING SRVS	CALLIDUS SOFTWARE	6450000478	6,291.00
Department Total		41506650						8,089.50
41506700								
FINANCE DEPARTMENT		41506700	1913516	505859	OTHER SERVICES	LOOMIS ARMORED US IN	12431223	217.19
FINANCE DEPARTMENT		41506700	1914221	505191	TUITION REIMBURSEMENT	ANTWINE, DEANDRA	SPRING-2019	2,500.00
Department Total		41506700						2,717.19
41506725								
CREATIVE SERVICES & MARKETING		41506725	1920939	505203	MILEAGE REIMB-IN COUNTY	ENGLEHART, HEATHER	051019-051019	3.27
CREATIVE SERVICES & MARKETING		41506725	1920940	505203	MILEAGE REIMB-IN COUNTY	JUST, LORI	050119-053119	141.72
CREATIVE SERVICES & MARKETING		41506725	1922450	505849	OPERATING SUPPLIES	INTERNATIONAL E-Z UP	inv0161668	128.26
Department Total		41506725						273.25
41506740								
HEALTH DATA & EVALUATION		41506740	1923029	505849	OPERATING SUPPLIES	AMAZON.COM LLC	454588865856	29.96
HEALTH DATA & EVALUATION		41506740	1923029	505849	OPERATING SUPPLIES	AMAZON.COM LLC	473557787667	86.37
HEALTH DATA & EVALUATION		41506740	1923716	505889	PROFESSIONAL & TECH SERVICES	YWCA TULSA	1190	335.70
Department Total		41506740						452.03
41506775								
EMERGENCY PREPAREDNESS & RESPO		41506775	1922286	505559	COMMUNICATION SRVS	SOUTHWESTERN BELL	918-437-2985-137-1	200.93
EMERGENCY PREPAREDNESS & RESPO		41506775	1923084	505849	OPERATING SUPPLIES	MIDWEST CARD & ID SO	26127	668.24

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EMERGENCY PREPAREDNESS & RESPO		41506775	1923693	505855	EQUIP SERVICE AGREEMENTS	DISH DBS CORPORATION	8255-7070-8082-2203	22.55
Department Total		41506775						891.72
41506850								
INFORMATION & TECHNOLOGY SERVI		41506850	1922279	505559	COMMUNICATION SRVS	SOUTHWESTERN BELL	918-437-0647-525-1	43.25
INFORMATION & TECHNOLOGY SERVI		41506850	1922283	505559	COMMUNICATION SRVS	SOUTHWESTERN BELL	918425-6485-525-7	43.25
INFORMATION & TECHNOLOGY SERVI		41506850	1922291	505559	COMMUNICATION SRVS	SOUTHWESTERN BELL	918-245-5311-164-5	345.81
INFORMATION & TECHNOLOGY SERVI		41506850	1922295	505559	COMMUNICATION SRVS	SOUTHWESTERN BELL	113103383	150.38
INFORMATION & TECHNOLOGY SERVI		41506850	1922296	505559	COMMUNICATION SRVS	SBC LONG DISTANCE LL	803366570-0	22.03
INFORMATION & TECHNOLOGY SERVI		41506850	1922296	505559	COMMUNICATION SRVS	SBC LONG DISTANCE LL	859043819	37.16
INFORMATION & TECHNOLOGY SERVI		41506850	1922977	505559	COMMUNICATION SRVS	COXCOM INC	001-6311-064530201	1,972.04
Department Total		41506850						2,613.92
41506900								
FACILITIES MGMT-SATELLITE CENT		41506900	1921215	607041	REMODELING	GRISHAM ACOUSTICS	4018	9,823.00
FACILITIES MGMT-SATELLITE CENT		41506900	1921903	505849	OPERATING SUPPLIES	CONSOLIDATED ELECTRI	8811-416092	1,100.00
Department Total		41506900						10,923.00
41506925								
FACILITIES MGMT-CENTRAL(CRHC)		41506925	1921007	505969	UTILITY SERVICES	ONEOK INC	211005754-1704998-64	116.84
Department Total		41506925						116.84
41506950								
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1901830	505859	OTHER SERVICES	AIRE-MASTER	12118897	64.00
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1907919	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0039411-IN	67.00
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1916578	505709	MOTOR VEHICLES-OPER SUPPLIES	COMDATA INC	20315255	1,078.13
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1921009	505969	UTILITY SERVICES	ONEOK INC	210054451-1054062-00	259.43

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FACILITIES MGMT-GOODWIN(JGHC)		41506950	1922966	505969	UTILITY SERVICES	CITY OF TULSA	1036-8264-7	2,422.41
Department Total		41506950						3,890.97
41506975								
SECURITY		41506975	1923780	505940	TRAINING	G4S SECURE SOLUTIONS	10494157	350.00
Department Total		41506975						350.00
41507000								
FACILITIES MGMT-N REGINAL(NRHC		41507000	1907928	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0039410-IN	67.00
FACILITIES MGMT-N REGINAL(NRHC		41507000	1922968	505969	UTILITY SERVICES	CITY OF TULSA	1063-2546-7	303.62
Department Total		41507000						370.62
41507025								
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1920263	505855	EQUIP SERVICE AGREEMENTS	TYLER TECHNOLOGIES I	025-250259	29,172.00
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1920943	505203	MILEAGE REIMB-IN COUNTY	BOYCE, JHARAI	050219- 033119	121.80
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1920944	505203	MILEAGE REIMB-IN COUNTY	BURKHART, MIRIAM	050119- 053119	306.82
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1920946	505203	MILEAGE REIMB-IN COUNTY	GREENQUIST, AARON	050119- 051419	120.64
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1920964	505203	MILEAGE REIMB-IN COUNTY	WALKER, RACHEL	050119- 053119	232.58
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1921006	505969	UTILITY SERVICES	ONEOK INC	210125554- 1119183-91	12.18
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1921008	505969	UTILITY SERVICES	ONEOK INC	211074897- 1763442-45	1.90
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1921013	505969	UTILITY SERVICES	ONEOK INC	211167752- 1848930-64	11.93
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1921020	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	959-011-522- 4-9	6.77
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1922962	505969	UTILITY SERVICES	CITY OF COLLINSVILLE	12-0780-00	93.81
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1923579	505940	TRAINING	NATIONAL ENVIRONMENT	32680	830.00
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1923579	505940	TRAINING	NATIONAL ENVIRONMENT	32681	830.00

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ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1923580	505940	TRAINING	NATIONAL ASSOCIATION	215190	645.00
Department Total		41507025						32,385.43
41507050								
ENVIRONMENTAL HEALTH SERVICES		41507050	1902802	505776	CHEMICAL & LAB SUPPLIE	PRAXAIR DISTRIBUTION	90143559	76.00
ENVIRONMENTAL HEALTH SERVICES		41507050	1920611	505776	CHEMICAL & LAB SUPPLIE	ENVIRONMENTAL EXPRES	1000555537	257.70
ENVIRONMENTAL HEALTH SERVICES		41507050	1920969	505203	MILEAGE REIMB-IN COUNTY	DINDY, BERNARD	050319-051419	58.58
ENVIRONMENTAL HEALTH SERVICES		41507050	1920977	505203	MILEAGE REIMB-IN COUNTY	WISE, KENDRA	050119-053119	452.40
ENVIRONMENTAL HEALTH SERVICES		41507050	1921044	505203	MILEAGE REIMB-IN COUNTY	WOLFE, BEN	042319-053119	240.12
ENVIRONMENTAL HEALTH SERVICES		41507050	1922798	505776	CHEMICAL & LAB SUPPLIE	THERMO ELECTRON NORT	9020905137	1,785.62
ENVIRONMENTAL HEALTH SERVICES		41507050	1922957	505776	CHEMICAL & LAB SUPPLIE	ENVIRONMENTAL EXPRES	1000558245	697.84
Department Total		41507050						3,568.26
41507075								
COMMUNITY HEALTH ADMIN		41507075	1920714	505203	MILEAGE REIMB-IN COUNTY	KUPIEC, HEAVEN	040119-053119	76.56
COMMUNITY HEALTH ADMIN		41507075	1920714	505204	TRAVEL-OUT OF COUNTY	KUPIEC, HEAVEN	040119-053119	237.38
Department Total		41507075						313.94
41507100								
FAMILY PLANNING		41507100	1916005	505889	PROFESSIONAL & TECH SERVICES	REGIONAL MEDICAL LAB	33930363	20.00
FAMILY PLANNING		41507100	1916005	505889	PROFESSIONAL & TECH SERVICES	REGIONAL MEDICAL LAB	33930364	208.00
FAMILY PLANNING		41507100	1916005	505889	PROFESSIONAL & TECH SERVICES	REGIONAL MEDICAL LAB	33930370	728.00
FAMILY PLANNING		41507100	1916005	505889	PROFESSIONAL & TECH SERVICES	REGIONAL MEDICAL LAB	33930361	1,898.50
FAMILY PLANNING		41507100	1916005	505889	PROFESSIONAL & TECH SERVICES	REGIONAL MEDICAL LAB	33930360	2,463.00
FAMILY PLANNING		41507100	1921006	505969	UTILITY SERVICES	ONEOK INC	210125554-1119183-91	7.36

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FAMILY PLANNING		41507100	1921013	505969	UTILITY SERVICES	ONEOK INC	211167752-1848930-64	11.93
FAMILY PLANNING		41507100	1922962	505969	UTILITY SERVICES	CITY OF COLLINSVILLE	12-0780-00	93.81
FAMILY PLANNING		41507100	1923517	505203	MILEAGE REIMB-IN COUNTY	GARCIA, MICAL	042319-042619	4.64
Department Total		41507100						5,435.24
41507125								
VITAL RECORDS		41507125	1913516	505859	OTHER SERVICES	LOOMIS ARMORED US IN	12431223	217.19
Department Total		41507125						217.19
41507160								
TEEN PREGNANCY PREVENT - PREP		41507160	1922799	505849	OPERATING SUPPLIES	EDUCATION TRAINING A	254354	1,004.64
Department Total		41507160						1,004.64
41507161								
PREGNANCY ASSISTANCE FUND		41507161	1923761	505889	PROFESSIONAL & TECH SERVICES	BUDDY FX LLC	19062001	13,100.00
PREGNANCY ASSISTANCE FUND		41507161	1923762	505889	PROFESSIONAL & TECH SERVICES	BUDDY FX LLC	19062002	13,100.00
Department Total		41507161						26,200.00
41507225								
ADULT HEALTH		41507225	1916005	505889	PROFESSIONAL & TECH SERVICES	REGIONAL MEDICAL LAB	33930363	58.00
ADULT HEALTH		41507225	1916005	505889	PROFESSIONAL & TECH SERVICES	REGIONAL MEDICAL LAB	33930364	60.25
ADULT HEALTH		41507225	1916005	505889	PROFESSIONAL & TECH SERVICES	REGIONAL MEDICAL LAB	33930370	61.00
ADULT HEALTH		41507225	1916005	505889	PROFESSIONAL & TECH SERVICES	REGIONAL MEDICAL LAB	33930361	357.00
ADULT HEALTH		41507225	1916005	505889	PROFESSIONAL & TECH SERVICES	REGIONAL MEDICAL LAB	33930360	985.00
ADULT HEALTH		41507225	1921006	505969	UTILITY SERVICES	ONEOK INC	210125554-1119183-91	7.36
ADULT HEALTH		41507225	1921013	505969	UTILITY SERVICES	ONEOK INC	211167752-1848930-64	11.93



Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
ADULT HEALTH		41507225	1922962	505969	UTILITY SERVICES	CITY OF COLLINSVILLE	12-0780-00	93.81
Department Total		41507225						1,634.35
41507255								
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	CM-5159417385	-78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	CM-5159418701	-78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	CM-5159418718	-78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	CM-5159418735	-78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	CM-5159418768	-78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	CM-5159418778	-78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	CM-5159418790	-78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	CM-5159427407	-78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	CM-5159427455	-78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	CM-5159427501	-78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	CM-5159427511	-78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	CM-5159606825	-78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159482630	29.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159427472	54.60
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159325364	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159327301	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159333085	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159333793	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159342770	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159357895	58.00

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AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159410566	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159411098	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159417661	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159418709	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159418726	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159418747	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159418774	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159418780	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159418797	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159425349	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159427392	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159427418	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159427507	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159427522	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159428444	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159430717	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159434152	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159435702	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159436980	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159441653	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159443378	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159450826	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159467738	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159475129	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159484532	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159606916	58.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159344433	78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159348304	78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159353160	78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159356913	78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159371645	78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159398784	78.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159435191	139.00
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159451674	525.00

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Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
AUDIOLOGY CLINIC		41507255	1913056	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159326662	854.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159520867	29.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159551279	29.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159644771	29.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159644772	29.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159497932	58.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159507101	58.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159520870	58.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159535672	58.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159535910	58.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159587286	58.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159590417	58.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159602765	58.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159604592	58.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159610636	58.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159614509	58.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159624000	58.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159627978	58.00
AUDIOLOGY CLINIC		41507255	1913057	505776	CHEMICAL & LAB SUPPLIE	SONOVA USA INC	5159650206	58.00
Department Total		41507255						3,917.60
41507275								
IMMUNIZATIONS		41507275	1919104	505203	MILEAGE REIMB-IN COUNTY	FORD, STEPHANIE	040119-043019	113.68
IMMUNIZATIONS		41507275	1920765	505203	MILEAGE REIMB-IN COUNTY	FORD, STEPHANIE	050119-053119	34.80
IMMUNIZATIONS		41507275	1921006	505969	UTILITY SERVICES	ONEOK INC	210125554-1119183-91	4.74
IMMUNIZATIONS		41507275	1921013	505969	UTILITY SERVICES	ONEOK INC	211167752-1848930-64	2.98
IMMUNIZATIONS		41507275	1921466	505776	CHEMICAL & LAB SUPPLIE	SANOPI PASTEUR INC	912426737	11,952.00
IMMUNIZATIONS		41507275	1922962	505969	UTILITY SERVICES	CITY OF COLLINSVILLE	12-0780-00	23.44
IMMUNIZATIONS		41507275	1923516	505203	MILEAGE REIMB-IN COUNTY	SHAW, LELA Y	012519-041819	47.56
IMMUNIZATIONS		41507275	1923516	505203	MILEAGE REIMB-IN COUNTY	SHAW, LELA Y	072018-122618	152.06

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Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
IMMUNIZATIONS		41507275	1923517	505203	MILEAGE REIMB-IN COUNTY	GARCIA, MICAL	042319-042619	20.88
Department Total		41507275						12,352.14
41507300								
HEALTH PROMOTION&OUTREACH ADMN		41507300	1922046	505849	OPERATING SUPPLIES	4IMPRINT INC	7361894	914.06
Department Total		41507300						914.06
41507325								
HEALTHY START INITIATIVE		41507325	1913553	505859	OTHER SERVICES	YELLOW IS US LLC	001902-132	648.40
HEALTHY START INITIATIVE		41507325	1914476	505889	PROFESSIONAL & TECH SERVICES	PHIPPS, SU ANN	040119-053119	1,175.00
HEALTHY START INITIATIVE		41507325	1918891	505859	OTHER SERVICES	YELLOW IS US LLC	001904-132	922.18
HEALTHY START INITIATIVE		41507325	1918892	505859	OTHER SERVICES	YELLOW IS US LLC	001905-132	796.17
HEALTHY START INITIATIVE		41507325	1922599	505859	OTHER SERVICES	PANERA BREAD COMP	2028129848840	1,617.94
HEALTHY START INITIATIVE		41507325	1922688	505859	OTHER SERVICES	REASORS HOLDING	3494-061719	58.39
HEALTHY START INITIATIVE		41507325	1923347	506003	OUTGOING TRANSFERS	INDIAN HEALTH CARE	APRIL-2019	2,612.06
Department Total		41507325						7,830.14
41507342								
SPF STATE INCNTIVE GRNT(SPFSIG		41507342	1922605	505849	OPERATING SUPPLIES	PSA WORLDWIDE	23788	6,631.14
SPF STATE INCNTIVE GRNT(SPFSIG		41507342	1923346	505849	OPERATING SUPPLIES	LITTLEFIELD INC	082813-0000-PART 2	10,888.00
Department Total		41507342						17,519.14
41507375								
CHILD GUIDANCE CENTER		41507375	1920998	505203	MILEAGE REIMB-IN COUNTY	CULLER, SHANNON	050319-052819	35.38
CHILD GUIDANCE CENTER		41507375	1921001	505203	MILEAGE REIMB-IN COUNTY	OKEYO, TANIA	050319	13.34
Department Total		41507375						48.72
41507400								
WIC		41507400	1907890	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0039364-in	35.00

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Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
WIC		41507400	1907899	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0039363-IN	35.00
WIC		41507400	1921006	505969	UTILITY SERVICES	ONEOK INC	210125554- 1119183-91	12.18
WIC		41507400	1921008	505969	UTILITY SERVICES	ONEOK INC	211074897- 1763442-45	36.06
WIC		41507400	1921010	505969	UTILITY SERVICES	ONEOK INC	21005447682 52377800	38.42
WIC		41507400	1921013	505969	UTILITY SERVICES	ONEOK INC	211167752- 1848930-64	3.83
WIC		41507400	1921020	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	959-011-522- 4-9	128.58
WIC		41507400	1921021	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	955-379-142- 4-4	248.00
WIC		41507400	1921022	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	959-693-578- 7-0	134.74
WIC		41507400	1921127	505203	MILEAGE REIMB-IN COUNTY	CALDERON, MARIA	050719- 050719	12.18
WIC		41507400	1921152	505203	MILEAGE REIMB-IN COUNTY	SAVAGE, JUDY	050319- 052819	99.18
WIC		41507400	1921159	505203	MILEAGE REIMB-IN COUNTY	VUNG, MAN LUN	051519	8.12
WIC		41507400	1922824	505203	MILEAGE REIMB-IN COUNTY	CALDERON, MARIA	060419- 061019	26.10
WIC		41507400	1922828	505203	MILEAGE REIMB-IN COUNTY	DAVILA, IMELDA	060919- 062519	302.02
WIC		41507400	1922962	505969	UTILITY SERVICES	CITY OF COLLINSVILLE	12-0780-00	30.15
Department Total		41507400						1,149.56
41507404								
WIC PEER		41507404	1922866	505204	TRAVEL-OUT OF COUNTY	VALERA, BESSY	060919- 061119	279.40
Department Total		41507404						279.40
41507450								
SCHOOL HEALTH(ITS ALL ABOUT KI		41507450	1920387	505849	OPERATING SUPPLIES	PROPHET CORPORATION	9598181	2,498.64
Department Total		41507450						2,498.64

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Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
42507975								
TULSA AREA EMER MGMT AGENCY		42507975	1922572	505961	ELECTRIC	PUBLIC SERVICE COMPA	952-355-460-2-5	111.94
TULSA AREA EMER MGMT AGENCY		42507975	1923489	505670	MISCELLANEOUS EXPENSE	WAREHOUSE MARKET INC	01070485-2019	39.84
TULSA AREA EMER MGMT AGENCY		42507975	1923489	505670	MISCELLANEOUS EXPENSE	WAREHOUSE MARKET INC	01070047-2019	69.96
Department Total		42507975						221.74
43007950								
DRAINAGE DISTRICT 12		43007950	1923313	505739	OFFICE SUPPLIES	ADMIRAL EXPRESS	2039446-0	414.29
DRAINAGE DISTRICT 12		43007950	1923411	505849	OPERATING SUPPLIES	INDUSTRIAL MAINTENAN	0212331-IN	161.30
DRAINAGE DISTRICT 12		43007950	1923484	505849	OPERATING SUPPLIES	INDUSTRIAL MAINTENAN	0212368-IN	25.50
DRAINAGE DISTRICT 12		43007950	1923677	506161	EMER LEVEE ELECTRICAL REPAIRS	CAPITAL ONE NATIONAL	7208	529.77
DRAINAGE DISTRICT 12		43007950	1923677	505670	MISCELLANEOUS EXPENSE	CAPITAL ONE NATIONAL	7208	21.24
DRAINAGE DISTRICT 12		43007950	1923677	505739	OFFICE SUPPLIES	CAPITAL ONE NATIONAL	7208	5.96
DRAINAGE DISTRICT 12		43007950	1923679	506161	EMER LEVEE ELECTRICAL REPAIRS	JOHN DEERE FINANCIAL	5210	17.97
DRAINAGE DISTRICT 12		43007950	1923679	506161	EMER LEVEE ELECTRICAL REPAIRS	JOHN DEERE FINANCIAL	9446	19.99
DRAINAGE DISTRICT 12		43007950	1923679	506161	EMER LEVEE ELECTRICAL REPAIRS	JOHN DEERE FINANCIAL	8617	59.98
DRAINAGE DISTRICT 12		43007950	1923679	506161	EMER LEVEE ELECTRICAL REPAIRS	JOHN DEERE FINANCIAL	3765	119.96
DRAINAGE DISTRICT 12		43007950	1923679	505849	OPERATING SUPPLIES	JOHN DEERE FINANCIAL	6818	155.12
DRAINAGE DISTRICT 12		43007950	1923680	506161	EMER LEVEE ELECTRICAL REPAIRS	HOME DEPOT USA INC	70716	31.95
DRAINAGE DISTRICT 12		43007950	1923680	506161	EMER LEVEE ELECTRICAL REPAIRS	HOME DEPOT USA INC	70559	41.62
DRAINAGE DISTRICT 12		43007950	1923680	506161	EMER LEVEE ELECTRICAL REPAIRS	HOME DEPOT USA INC	39556	111.85
DRAINAGE DISTRICT 12		43007950	1923680	506161	EMER LEVEE ELECTRICAL REPAIRS	HOME DEPOT USA INC	17779	989.60
DRAINAGE DISTRICT 12		43007950	1923764	505889	PROFESSIONAL & TECH SERVICES	PROGRAM MANAGEMENT G	2019-0532	4,468.24



Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
DRAINAGE DISTRICT 12		43007950	1923765	505969	UTILITY SERVICES	ONEOK INC	211127557- 1811895-73	48.14
DRAINAGE DISTRICT 12		43007950	1923781	505538	OTHER BLDG MAINT SERVICES	AIR SOLUTIONS	18611042	253.00
DRAINAGE DISTRICT 12		43007950	1923796	505909	RENTALS & LEASES	UNITED RENTALS INC	170587721- 002	1,714.07
Department Total		43007950						9,189.55
Grand Total								1,522,840.67

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*****

TCAP005



Tulsa County Clerk
Vendor Check/Warrant Register
Fund Totals for All Warrants/EFTs

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Check Date 7/1/2019 Fiscal Year 2020

Fund	Treasurer's Fund	Fund Total
1000	10	350,192.21
2010	14	103,037.24
2020	26	67,088.08
2100	12	1,948.50
2300	19	13,380.80
2320	35	544,667.99
2395	39	15,315.45
2400	24	3,924.95
2410	18	22.80
2600	15	2,501.90
2700	27	45,115.10
2910	29	53,091.02
3000	20	165,185.85
4050	58	89,955.57
4150	62	147,957.49
4250	64	221.74
4300	60	9,189.55
Grand total		1,612,796.24



Nolan M. Fields IV
Assistant District Attorney | Civil Division
Tulsa County District Attorney's Office
500 S. Denver Ave. Ste. 800, Tulsa, OK 74103
(918) 596 - 4900 | nfields@tulsacounty.org

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

DATE: Jun. 27, 2019

REFERENCE: Executive Session Request Regarding Case no. 19-cv-00318-JED-JFJ
Lee v. Turn Key Health Clinics, LLC, et al.

Please place the above, pending action on the July 1, 2019 regularly scheduled agenda.

Please place this item under Executive Session pursuant to Title 25 O.S. § 307(B)(4) for the purpose of confidential communications between the BOCC and its attorney concerning possible official action regarding a pending suit, to-wit: case no. 19-cv-00318-JED-JFJ, *Lee v. Turn Key Health Clinics, LLC, et al.*, pending in the North District of Okla., disclosure of the details of which its attorney advises would seriously impair the ability of the Board to proceed in the public interest.

Please place an item on the agenda out of Executive Session for Discussion and/or possible action regarding the Executive Session item. Thank you for your time and attention.

Respectfully submitted,

Nolan M. Fields IV

CC:
Tim Harris, TCSO General Counsel