

Payne County Board of Commissioners
Regular Meeting, November 21, 2016, 9:00 am
Payne County Administration Building; 315 W. 6th Avenue
Gloria Hesser Commissioners' Meeting Room, Suite 200/201

AGENDA

- I. Meeting called to order by Chairman
- II Invocation and Flag Salute
- III. Minutes
 - A. Approval of November 14, 2016
- IV. Miscellaneous items from the Audience (no action will be taken)
- V. Discussion and Possible Action on Bid Openings- 9:30 A.M.
- VI. Discussion and Possible Action on Evaluations

- VII. Discussion and Possible Action on Reports from Officers and Boards
 - A. Appointment of Sales Tax Oversight Advisory Board - Colin Campbell, Calvin Oyster - D3
 - B. Appointment of Sales Tax Oversight Advisory Board - Max Haken - D1
 - C. Re-appointment of Noel Bagwell to Floodplain Board for Term 2017-2022
 - D. Resolution #2016-41 Funding Agreement for 68th St Bridge over Stillwater Creek
 - E. GIS Contract Fee Proposal w/CEC Corp. - D3
 - F. Request for Traffic Control Signs
 - G. Ingress and Egress Agreements
 - H. Removal of Equipment Items from Inventory
 - 1. Laptop Computer - D1
 - 2. CAT 936 Loader - D3/Expo Center
 - I. Appointment of Requisitioning and Receiving Officers

- VIII. Discussion and Possible Action on Financials
 - A. Cash Appropriations
 - B. Transfer of Appropriations
 - C. Purchase Orders: List of the purchase orders will be available at the meeting, or from the County Clerk
 - 1. New
 - 2. Blanket
 - 3. Tabled
 - 4. Disallowed
 - 5. Payroll/Longevity
 - D. Monthly Reports of Officers
 - 1. 3/8 Sales Tax

- IX. Discussion and Possible Action on
 - A. Telephone and Utility Permits
 - B. Road Crossing
- X. Public Announcements from the Board (no action will be taken)

- XI. New Business
- XII. Adjournment

PAYNE COUNTY
GLENN A CRAIG
COUNTY CLERK

2016 NOV 17 1P 3:32

**Official Minutes of
PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS**

The Payne County Board of County Commissioners met in a regular meeting of the board at 9:00 a.m. on **Monday, November 14, 2016** at the Payne County Administration Building, Gloria Hesser Commissioner Meeting Room 200, located in Stillwater, Oklahoma.

Chairman Bradley called the meeting to order: at 9:00 a.m.

The following members were present: Chairman- Kent Bradley, District 3, Chris Reding, Commissioner District 2, Zach Cavett, District 1, Glenna Craig, County Clerk, Lowell Barto, Assistant District Attorney. Invocation by Chris Reding and Flag Salute to our country by Dewey Clapp.

Approve minutes of the previous meeting of the board: Minutes of the November 7th meeting was presented for approval. Motion by Reding to accept the minutes of November 7th with the date change noted, second by Cavett. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes

Miscellaneous items from the audience: None presented at this time.

Discussion and Possible action on Bid Openings 9:30 a.m.: None presented at this time.

Discussion and Possible Action on Evaluations: Tracey McAlister, Glencoe Fire Chief stated they were recommending the fire equipment from Casco Industries. Motion by Cavett to approve Casco as the bid winner for the Glencoe Fire Department, second by Reding. Roll Call Vote: Reding-Yes, Cavett-Yes, Bradley-Yes.

Discussion and Possible Action on Reports from Officers and Boards

- **Correctional Communications Services Agreement-Sheriff:** Assistant District Attorney Lowell Barto explained this agreement was for the use of the inmate phone service with 60% revenue sharing with Payne County. Barto said they are providing the service and paying Payne County a portion of the revenue they collect from that service and Payne County is contracting to say we will not contract with anyone else during this current fiscal year. Motion by Cavett to approve the Correctional Communications Service Agreement as presented with Chairman sign on behalf, second by Reding. Roll Call Vote: Cavett-Yes, Bradley-Yes, Reding-Yes.
 - **Payne County Declaration of Disaster:** Reding stated the City of Cushing and the State of Oklahoma had declared a state of disaster after the recent earthquake. Bradley said ODOT had inspected twenty-eight (28) bridges within a fifteen (15) mile radius. Reding stated the older buildings downtown were the ones that suffered the most damage.
 - **Request for Traffic Control Signs:**
 1. Stop Sign Pleasant Valley & W 19th St-D-3: Resolution #2016-40 reads; RE: 2-Way Stop Signs at W 19th and S Pleasant Valley Rd. Whereas, Title 69 O.S. 1991 Sec: 601 vests jurisdiction over county roads and highways in the county commission, and Whereas, Title 47 O.S. 1991 Sec. 14-113 specifies certain powers of the county commission with respect to the regulation of traffic on local highways, and Now Therefore, Be It Resolved, that the Payne County Board of Commissioners will make the intersection of W 19th and S Pleasant Valley Rd a two way stop. Presented to and approved this 14th day of November, 2016.
Motion by Bradley to approve Resolution #2016-40, second by Cavett. Roll Call Vote: Reding-Yes, Cavett-Yes, Bradley-Yes.
 - **Ingress and Egress Agreement:** The following Ingress and Egress Agreement was presented: District 1; Cavett presented an Ingress and Egress Agreement with Darlene DeWitt for SW1/4 Sec. 3-T19N-R6E for sloping of bank and clearing of right of way. Motion by Cavett to approve Ingress and Egress agreement, second by Reding. Roll Call Vote: Cavett-Yes, Bradley-Yes, Reding-Yes.
 - **Removal of Equipment items from Inventory:** None presented at this time.
 - **Appointment of Requisitioning and Receiving Officers:** None presented at this time.
- Discussion and Possible Action on Financials**
- **Cash Appropriations:** None presented at this time.
 - **Transfer of Appropriations:** None presented at this time.

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Purchase Orders: New: The following Purchase Orders were presented; FY 2015-16 \$1125.00 FY 2016-2017 \$740,581.51; 2015-2016 COUNTY BRIDGE IMPROVEMENTS: 13, MEHLBURGER BRAWLEY, INC., 1125.00, PROFESSIONAL SERVICES; 2016-2017 COUNTY GENERAL: 1494, QUALITY WATER SERVICES, 103.65, OCTOBER BLANKET; 1495, STC/BUSINESS WORLD, 64.74, MAINTENANCE AGREEMENT; 1496, STC/BUSINESS WORLD, 84.23, MAINTENANCE & SUPPLIES; 1497, INDUSTRIAL CHEMIST, INC., 450.00, OCTOBER BLANKET; 1498, BEASLEYS TECHNOLOGY INC, 950.00, BLOCK OF TIME; 1499, BOB HOWARD DODGE, 400.00, OCTOBER BLANKET; 1500, STAPLES BUSINESS ADVANTAGE, 779.55, OCTOBER BLANKET; 1501, STC/BUSINESS WORLD, 147.51, UTILITY BILL; 1502, FOUNTAIN SQUARE CLEANERS, 430.00, OCTOBERBLANKET; 1503, STC/BUSINESS WORLD, 307.83, CONTRACT BASE RATE; 1504, ALLIANCE MAINTENANCE, INC., 1295.00, NOVEMBER BLANKET; 1505, ALLIANCE MAINTENANCE, INC., 1995.00, NOVEMBER BLANKET; 1506, INDUSTRIAL CHEMIST, INC., 100.00, OCTOBER BLANKET; 1507, AAP FINANCIALSERVICES, 962.40, OCTOBER BLANKET; 1508, MIDWEST PRINTERS, 986.00, PURCHASE ORDERS; 1509, STC/BUSINESS WORLD, 113.42, MAINTENANCE & SUPPLIES; 1510, INTERWORKS, INC., 45.00, HOSTING DOMAIN; 1511, CREEK COUNTY JUVENILE JUSTICE CENTER, 146.95, JUVENILE DET; 1512, BOB HOWARD DODGE, 1309.00, REPAIRS; 1513, COMDATA, 389.91, OCTOBER BLANKET; 1514, FLEETCOR TECHNOLOGIES, 169.92, OCTOBER BLANKET; 1515, DIRECTTV, 210.98, HD ACCESS/RECEIVERS; 1516, POSTAL PACK & SHIP, 96.87, POSTAGE; 1517, M POWER INC., 75.00, SERVICES; 1518, M POWER INC., 150.00, SERVICES; 1519, COMDATA, 7281.53, OCTOBER BLANKET; 1520, BANCFIRST, 576.15, SERVICE CHARGE; 1521, OSAGE CO. DETENTION, 27.05, JUVENILE DET; 1522, OKLA. JUVENILE JUSTICE, 814.10, JUVENILE DET; 1523, PAYNE CO. TREASURER, 3.71, SPECIAL ASSESSMENTS; 1524, WELLS PLUMBING CO, INC., 3843.00, FAUCET; 1525, WELLS PLUMBING CO, 200.43, LABOR/REPAIRS; 1526, OKLA. NATURAL GAS, 21.78, NOVEMBER BLANKET; HIGHWAY CASH: 556, FRANKS DIESEL, 35.00, OCTOBER BLANKET; 557, B & C BUSINESS PRODUCTS, INC., 220.40, TONER; 558, P & KEQUIPMENT, INC., 499.27, OCTOBER BLANKET; 559, QUAPAW CO., INC., 53367.15, ROAD ROCK; 560, A T & T MOBILITY, 103.40, UTILITYBILL; 561, BALES, SHAWNA N, 109.08, TRAVEL; 562, CITY OF CUSHING, 6.16, UTILITY BILL; 563, CITY OF CUSHING, 420.65 UTILITIES; HEALTH DEPARTMENT: 157, A AND M STORAGE LLC, 70.00, STORAGE; 158, PEAK PEST SERVICES LLC, 200.00, OCTOBER BLANKET; 159, THE MEADOWS, 180.00, OCTOBER BLANKET; 160, B & C BUSINESS PRODUCTS, 255.11, OCTOBER BLANKET; 161, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 70.84, OCTOBER BLANKET; 162, CENTRAL LAWN AND LANDSCAPE, 530.00, OCTOBERBLANKET; 163, CULLIGAN OF ENID, 48.00, NOVEMBER BLANKET; 164, A T & T, 3159.59, UTILITY BILL; 165, MELOY, CURTIS, 108.00, TRAVEL; SHERIFF SERVICE FEE: 104, NAPA AUTO PARTS, 2514.90, OCTOBER BLANKET; 105, CREDIT CARD OPERATIONS, 1388.09, OCTOBERBLANKET; 106, BILL KNIGHT FORD OF STILLWATER, 28153.00, VEHICLE; 107, OKLA. STATE UNIVERSITY, 1545.32, REPAIRS; 108, LOWE S COMPANIES, INC., 588.43, OCTOBER BLANKET; 109, PERKINS ROAD PET CLINIC, INC., 58.96, SUPPLIES; FAIRBOARD CASH: 115, WIN WHOLESALE COMMERCIAL, 313.30, LIGHTS; 116, VISIT STILLWATER, 1855.00, STILLWATER VISITORSGUIDE; 117, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 158.94, SUPPLIES; 118, CHICKASAW, 680.00, INTERNETSERVICES; 119, OKLA. CATTLEMEN S ASSOC., INC., 100.00, ANNUAL DUES; 120, REPUBLIC SERVICES # 789, 638.38, TRASH SERVICES; 121, GRIMSLEYS, INC., 88.71, SUPPLIES; 122, SHI INTERNATIONAL, 144.00, SECURITY LICENSE; SHERIFF S COMMISSARY: 6, TIGER COMMISSARY, 8673.34, OCTOBER BLANKET; JAIL OPERATION & MAINTENANCE: 145, A T & T MOBILITY, 818.17, CELL PHONE USAGE; 146, GRIMSLEYS, INC., 1151.85, SUPPLIES; 147, GRIMSLEYS, INC., 465.77, SUPPLIES; 148, CREDIT CARD OPERATIONS, 1106.83, OCTOBER BLANKET; 149, COMDATA, 2382.35, OCTOBER BLANKET; 150, QUALITY WATER SERVICES, 276.95, OCTOBER BLANKET; 151, GRIMSLEYS, INC., 658.58, SUPPLIES; 152, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 44.40, FOOD AND SUPPLIES; 153, AADVANTAGE LAUNDRY SYSTEMS, 301.66, VALVE; 154, UNITED REFRIGERATION, 387.00, WATER FILTER; 155, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 69.00, FOOD PROCESSOR; E 911: 37, A T & T, 352.92, UTILITY BILL; CBRI 105 FUND: 8, NORTH CENTRAL CONSTRUCTION, 91801.22, REPALCE BOX CULVERT; 67-1/6TH FIRE DEPARTMENTS: 36, NAPA AUTO PARTS, 528.65, OCTOBER BLANKET; 37, STILLWATER NEWSPRESS, 56.60, ADVERTISING; 38, MAVERIC MINI MART, 1728.43, OCTOBER BLANKET; 39, PERKINS BUILDERS SUPPLY, INC., 289.58, OCTOBERBLANKET; 40, LINE X OF STILLWATER, 8500.00, TRUCK BED; 41, OG&E, 487.63, NOVEMBER BLANKET; 78-3/8TH SALES TAX: 800, GRIMSLEYS, INC., 1111.70, SEPTEMBER BLANKET; 801, RASH DEA, 311.80, TRAVEL; 802, QUAPAW CO., INC., 496936.69, ASPHALT OVERLAY;

- **Blanket:** None presented at this time.
- **Tabled:** None presented at this time.
- **Disallowed:** None presented at this time.
- **Payroll/Longevity:** None presented at this time.

Motion by Cavett to approve Purchase Orders upon signature, second by Reding. Roll Call Vote: Bradley-Yes, Cavett-Yes, Reding-Yes.

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- **Monthly Reports of Officers:** The following Monthly Report of Officers was presented; Collections for the month of October; Payne County Health Department \$1,131.78, Assessor \$1,572.00 and the Treasurer presented several accounts available for inspection by the board.
Bradley presented the report from the Sheriff's office for monthly food costs for the Jail at \$24,964.97. Bradley stated he did not have the 3/8th cent sales tax report for the month. Bradley reported for District 3 Highway Cash \$64,223.00 for Gross Production and \$266,000.00 for other for a total of \$330,910 .00 down 40% from previous month.
Clint Castoe, Environmental Enforcement officer presented his report for the month reporting 205 clean participant hours, 52 street signs damaged with 52 new signs made, 124 dump sites investigated, 2600 calls for service, and \$2768.37 ACCO claims for October.
Motion by Cavett to acknowledge the monthly reports, second by Reding. Roll Call Vote: Cavett-Yes, Reding-Yes, Bradley-Yes.

Discussion and Possible Action on

- **Telephone and Utility Permits:** None presented at this time.
- **Road Crossing:** The following road crossing permits were presented: District 3; Permit #16-112 -- #16-114 Rural Water District 3. Motion by Bradley to approve road crossing permits, second by Cavett. Roll Call Vote: Bradley-Yes, Cavett-Yes, Reding-Yes.

Public Announcements from the Board (no action will be taken): Bradley announced there would be a Special Sales Tax Advisory Committee meeting tonight at 7:00 p.m. in this room regarding the 3/8th cent sales tax. He invited the public to attend the meeting. Reding stated he was glad the elections were over and congratulated the Payne County Clerk Glenna Clerk.

New Business- None presented at this time.

Adjournment: Motion by Cavett to adjourn, second by Reding. Roll Call Vote: Bradley-Yes, Cavett-Yes, Reding-Yes.

Minutes of the Board attested to

By _____
Glenna Craig, Payne County Clerk
Seal of office

Approved by the Board of Commissioners

On the ____ day of _____ 2016

Chairman _____

Commissioner _____

Commissioner _____

**Official Minutes of
PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS**

The Payne County Board of County Commissioners met in a Special meeting of the board at 7:00 p.m. on **Monday, November 14, 2016** in conjunction with the Payne County Sales Tax Oversight/Advisory Committee at the Payne County Administration Building, Gloria Hesser Commissioner Meeting Room 200, located in Stillwater, Oklahoma.

Chairman Bradley called the meeting to order: at 7:00 p.m.

The following members were present: Chairman- Kent Bradley, District 3, Zach Cavett, District 1. Others in attendance Glenna Craig, County Clerk, Carla Manning-Treasurer, Members of the Sales Tax Advisory Committee, Members of the Payne County Fair board, and county department heads.

Public Discussion from the Board in conjunction with the members of the Sales Tax Advisory Committee (no action will be taken):

The Commissioners, and other elected county officials, participated in the advisory boards discussion. Bradley presented the current 3/8th sales tax collection.

Derek Sosbee, Chairman of the Sales Tax Advisory Committee called the Sales Tax meeting to order.

Minutes were approved by that board. Chairman Sosbee discussed the decision of the Board and Commission to hold the 3/8th sales tax renewal election on January 10th, 2017. Craig provided copies of the ballot propositions.

Dr. Bob Terry gave the board an update on the amount available in the Sales Tax Committee bank account for the renewal campaign, and that anyone who wanted to donate additional funds would be welcome to do so.

Glenna Craig, and Nathan Anderson presented information they had available from the previous renewal elections. The board discussed that the 2014 renewal brochure was still accurate with some minor changes. The board discussed in detail about what needed to take place in the next month and a half for a successful campaign. Different members of the board will be available to talk to various groups, and even hold coffees if needed. Several members will be contacting civic organizations to try to present the renewal campaign to different groups throughout the county.

David Sasser stated that he will be running several articles to help promote the sales tax, and talking to various departments and county officials about the sales tax, purchases, collections, need for renewal over the next few weeks. The board showed appreciation to David for his efforts. David will be contacting other agencies to share his articles if they would also like to participate in promoting the tax.

The board decided that all pictures and information to update the brochure need to be to Nathan Anderson by November 21st. Nathan has agreed to be the point of contact for the board.

Chairman Sosbee stated that he will make himself available to as many meetings and presentations as possible, other members echoed the same. Commissioner Bradley will be featuring a segment on his TV31 monthly county show. Carla Manning will make contacts in the Cushing area, along with Bradley, Craig, and Cavett in different communities.

The sales tax advisory board set their next meeting for December 12th at 7:00 p.m.

**Official Minutes of
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BOARD OF COUNTY COMMISSIONERS**

Adjournment: Motion by Bradley to adjourn, second by Cavett. Roll Call Vote: Bradley-Yes, Cavett-Yes.

Minutes of the Board attested to

By _____
Glenna Craig, Payne County Clerk
Seal of office

Approved by the Board of Commissioners

On the ____ day of _____ 2016

Chairman _____

Commissioner _____

Commissioner _____

VII.C.

November 14, 2016

Payne County Commissioners
County Administration Building
315 West 6th Street Suite 203
Stillwater, Oklahoma 74074

Dear Commissioners:

I currently serve on the Payne County Flood Plain Board, and my current term expires in January 2017.

I would like to be considered for reappointment for another term of five (5) years to this Board.

If you have any questions please feel free to contact me at 918-237-9917 or by email noelbagwell@gmail.com

Thank you for your consideration

Thank you

A handwritten signature in cursive script, appearing to read "Noel Bagwell".

Noel Bagwell

GIS CONTRACT FEE PROPOSAL

FOR

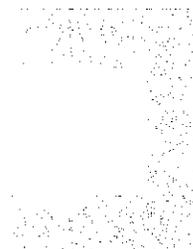
PAYNE COUNTY ASSESSOR'S OFFICE
STILLWATER, OK

PAYNE COUNTY SIGN & CULVERT INVENTORY

PAYNE COUNTY, OK

NOVEMBER 9, 2016

CEC Corporation
4555 W. Memorial Road
Oklahoma City, OK 73142
Phone: 405.753.4200 | Fax: 405.260.9524
www.connectcec.com



GENERAL SCOPE OF SERVICES

CEC GIS will conduct a field inventory of all Payne County (hereinafter referred to as 'COUNTY') maintained signs and culverts along roads that fall under County ownership and maintenance. CEC GIS will GPS locate each sign and culvert (each referred to as a UNIT), capture 2-3 images, and document the following attributes for each unit.

SIGNS

- Sign ID
- Sign Type (Guide, Street, Warning, Regulatory)
- Sign Style (Stop, Yield, Street Name, etc.)
- Sign Text (STOP, Western Ave., etc.)
- Facing Direction (N, S, E, W)
- Side of Road (N, S, E, W)
- Distance to Edge of Pavement (ft.)
- Sign Condition (Good, Fair, Poor)
- Sign Defects
- Post Type (U Channel, Square, Tubular, I Beam, Wood)
- Post Condition (Good, Fair, Poor)
- Post Defects
- Notes
- Images (2 each sign: location & condition)
- Date Located
- Located By
- X Coordinate
- Y Coordinate

CULVERTS

- Culvert ID
- Culvert Type
- Culvert Material
- Culvert Width
- Culvert Length
- Culvert Height
- Culvert Diameter
- Culvert Condition
- Flow End (upstream or downstream)
- Road Name
- Feature Crossed (creek, road, bicycle path, etc.)
- Silt & Debris Level
- Notes
- Date Located
- Located By
- X Coordinate
- Y Coordinate

CEC GIS will create and maintain all collected sign and culvert data in a file geodatabase format, images of each asset referenced to their respective sign or culvert, as well as any field notes and documentation concerning this project prior to delivery to COUNTY. Data will be compatible with COUNTY workgroup server geodatabase.

PROJECT SCHEDULE

CEC GIS will prepare for and schedule the field data collection of sign and culvert locations according to an agreed upon schedule, with a completion time dependent upon the number of signs located. CEC GIS will perform the field data collection with a field crew of one. CEC GIS can commence data collection within 2 weeks of Notice to Proceed.

ADDITIONAL SERVICES

If there should be a change in project scope that leads to additional work or additional services are requested by CLIENT, we will negotiate a fee prior to commencing work.

PROPOSED GIS CONTRACT FEE SUMMARY

Data Collection & Processing will be billed to and approved by COUNTY at a per sign or culvert (UNIT) cost of \$10.00.

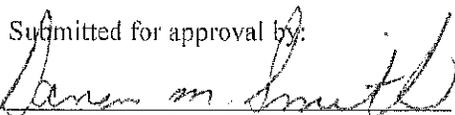
GIS Services

- Task #1 – Data Collection & Processing (Per Unit Fee) **\$ 10.00 each**

COMPENSATION FOR SERVICES

- COUNTY agrees to a minimum **250** units to be collected and billed with the acknowledgement that each additional sign collected will be billed at the per unit fee.
- If this Agreement is terminated, CEC shall be paid for services performed to the effective date of termination.

We sincerely appreciate the opportunity to submit this GIS contract fee proposal. If the terms are agreeable, please sign and return a scanned copy/hard copy to me via email or at the address listed on the cover page. If you have any questions or need additional information, please call me at 405.753.4200.

Submitted for approval by:

Darren M. Smith, PLS
Vice President
Division Manager-Surveying and Mapping

Date: 11/9/16

Accepted by:
By: _____
Print: _____
Date: _____
Title: _____
Address: _____
Phone: _____

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Standard Terms and Conditions, together with the attached proposal, make up the Agreement between the named Client and CEC Corporation (CEC). Before countersigning the Agreement or verbally authorizing work, be sure you read and understand its contents, which deal with the allocation of risks and duties between the Client and CEC.

1. **Scope.** The scope of work for the Engineering Services to be provided is specifically set forth in the attached proposal, submitted to Client by CEC. If Client requests a change in the scope of the Services to be provided, CEC reserves the right to revise delivery schedules and make an equitable adjustment to the price. Client acknowledges and agrees that CEC is providing the Services only and is not providing or participating in the provision of any product(s). CEC will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.
2. **Standard of Care.** CEC will perform the services with the skill and care ordinarily used by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. No other standards or warranties, expressed or implied apply. The Client will notify CEC in writing of any deficiencies in the services within 15 days of their discovery but not later than 120 days after substantial completion of the services. The Client will give CEC a reasonable opportunity to correct these deficiencies.
3. **Client's Responsibilities.** Client will provide permits, licenses, approvals and consents necessary for performance of the services, except those maintained by CEC for its ordinary conduct of business. Client will provide CEC with all reasonably available documents that are related to the services, including information related to hazardous materials or other environmental and geotechnical conditions at the site. Before CEC performs any subsurface activities, the Client will provide all available information concerning underground services, conduits, pipes, tanks, other facilities and obstructions at the site. CEC will rely on the documents and information provided by the Client. The Client grants CEC and its sub-consultant(s) permission to enter the site to perform the services. If the site is owned by others, the Client represents and warrants that the owner has granted permission for CEC to enter the site and perform the services. Client will provide CEC with written verification of site access permission upon request.
4. **Payment.** Client will compensate CEC for the services at its standard rates, and reimburse its expenses. CEC will submit periodic invoices that are due upon receipt, regardless of CEC's receipt of payments from third parties. The Client will notify CEC in writing within 10 days of any disputed item on the invoice and pay all undisputed items within 30 days from invoice date. Overdue payments will accrue interest at the lower of 1½ percent per month or the maximum lawful rate. CEC may terminate its services upon 10 days written notice any time payment is overdue on any account with the Client. Client agrees to pay for all services through termination, plus termination and collection costs, including reasonable attorneys' fees and expenses. CEC reserves the right to withhold final reports, letters of compliance, or any other relevant document until all past due invoices have been paid. The attached price list shall be adjusted annually as of the date of execution for this agreement.
5. **Limits on CEC Responsibility.** CEC will not be responsible for the acts or omissions of any others, except for its employees and sub-consultant(s). CEC will not supervise, direct or have control over any contractor's work. CEC will not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Client acknowledges that CEC does not warrant or guarantee the approval or receipt of any governmental permits or approvals, or the time to obtain such permits or approvals.
6. **Changed Conditions.** The Client acknowledges that encountered conditions may differ considerably from those anticipated, that laws and regulations are subject to change, and that regulatory requirements may be unpredictable. CEC will notify the Client if additional services, costs or time become necessary due to any of these factors and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. In the event of an emergency, CEC may take immediate steps to protect public safety, health and the environment, and will be equitably compensated for its work by the Client. CEC will not be responsible for delays, failures to perform or extra costs due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions by the Client, or any other causes beyond CEC's reasonable control. The Client will compensate CEC for any increase in its costs resulting from any of these factors.
7. **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by CEC are instruments of service and will remain CEC's property. Designs, reports, data and other work product delivered to or on behalf of the Client are for Client's use only for the limited purposes disclosed to CEC and subject to Client paying for the services to provide said work product. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk and Client agrees to indemnify CEC against any liabilities resulting there from. Any technology, methodology, or technical information learned or developed by CEC will remain its property.
8. **Confidentiality and Subpoenas.** Information about this Agreement and CEC's services and information provided by the Client about the services will be maintained in confidence and will not be disclosed to others without the Client's consent, except as CEC believes is necessary to perform its services, comply with professional standards to protect public safety, health and the environment, and to comply with laws and court orders. CEC will make reasonable efforts to notify the Client prior to any disclosure except as necessary to perform its services. Information available to the public and unprotected information acquired from third parties will not be considered confidential. The Client will reimburse CEC to respond to any subpoena or governmental inquiry or audit related to the services at CEC's standard rates then in effect.
9. **Insurance.** During the work, CEC will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance in the following minimum amounts: Workers compensation statutory amount; General liability \$1,000,000 per occurrence, \$2,000,000 aggregate; Auto liability \$1,000,000 per accident; Professional liability \$2,000,000 aggregate. CEC will furnish certificates of insurance upon request. CEC will purchase project specific insurance at Client request if it is commercially available and Client pays the premium and the costs to obtain the additional coverage.
10. **Limitation of Liability.** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of CEC and its affiliates and sub-consultants and their employees, officers, and directors for all claims arising out of this Agreement or the services is limited to the compensation received by CEC under this agreement or \$25,000 whichever is greater. This limitation applies to all injuries, damages, claims, losses, expenses and defense costs, whether based in contract, negligence, strict liability, statutory, trespass, indemnity, misrepresentation or any other theory of liability. No claim will be valid if presented to CEC more than three years after substantial completion of the services or, if shorter, the applicable statute of limitations period. CEC will not be liable for lost profits, loss of use of property, diminution of value of property or goods, delays, cost to obtain replacement samples, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. CEC shall not be liable in any event for any special or consequential damages suffered by the client arising out of the services hereunder. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.
11. **Disputes.** All disputes between the Client and CEC shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring the matter be mediated within forty-five days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree on. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five days after service of notice.
12. **Assignment.** Client may not assign the Agreement between CEC and Client without the prior written consent of CEC.
13. **Delivery/Force Majeure.** CEC shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of CEC.
14. **Other.** This Agreement shall be governed by Oklahoma law. This Agreement becomes effective when fully executed by all parties and will remain in effect as defined by the requirements of the work. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing signed by all parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. If these Terms and Conditions have been provided to you, CEC must receive this fully executed document or written authorization to commence services. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent that it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.

VII.H.1

SAI 397 (2015)

Resolution Number

RESOLUTION FOR DISPOSING OF EQUIPMENT

WHEREAS, in compliance with 19 O.S. §§ 339 and 421, the Board of County Commissioners of _____ County, Oklahoma, are required and have power to make all orders respecting the property of the county, and to do and perform such other duties and acts as may be required by law, and

WHEREAS, the Board of County commissioners of _____ County, Oklahoma, has under its management and control an item of equipment described as follows:

Laptop Computer
620.0018

Serial Number _____

Date Acquired 4/22/2014

Name and address of whom acquired: Payne County District #1

Acquisition cost or contract price (if under lease-purchase agreement): 879.99

Name and address of the person or firm to whom property was transferred:

Price received: _____

AND, upon proper and careful consideration, find that the above equipment is obsolete and not economical to continue to use for county purposes.

THEREFORE, after due consideration and deeming it to be for the best interest of _____ County, the Board of County Commissioners hereby orders the above described property

- Junked
- Sold
- Traded
- Other (please explain): _____

And that the title to the same be transferred by the Chairman of the Board of County commissioners upon receipt of the above amount by the County Treasurer.

Passed and approved in open meeting this _____ day of _____,

ATTEST:

County Clerk

County, A] Sza S

By: _____
Deputy

Chairman _____

Member _____

Member _____

Note: 19 O.S. § 421, requires that the above resolution or record be made within 30 days of the disposition of property and entered on the inventory record.

