

**Payne County Board of Commissioners**  
**Regular Meeting, November 14, 2016, 9:00 a.m.**  
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 7, 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. Correctional Communications Services Agreement - Sheriff
  - B. Payne County Declaration of Disaster
  - C. Request for Traffic Control Signs
    - 1. Stop Sign Pleasant Valley & W 19th St - D3
  - D. Ingress and Egress Agreements
  - E. Removal of Equipment Items from Inventory
  - F. 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. October, 2016 - Sheriff \$24,964.97
    - 2. PCEE
    - 3. 3/8 Cent Sales Tax
    - 4. Highway Cash (D1 & D3)
- 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  
GLENNA CRAIG  
COUNTY CLERK  
2016 NOV - 9 10 3 36

**CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT**

Made on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between these parties:

**City Tele-Coin Company, Inc.** (hereinafter referred to as “CTC”), and

**Payne County Sheriff’s Office** (hereinafter referred to as “PAYNE”)

**WHEREAS**, PAYNE has requested CTC to perform the services hereinafter described and CTC has agreed to perform such services, subject to the terms and conditions hereinafter set out:

**NOW IN CONSIDERATION** of the payment of fees provided hereinafter and other terms and conditions hereinafter set out, PAYNE and CTC hereby agree:

**(A) THE WORK**

PAYNE agrees that it is the manager of the locations listed directly hereunder in *Section A.1 - Locations*, and that said locations require inmate and pay telephone communication services, and that said communications services are to include all local, *interLATA*, *intraLATA*, and interstate telephone services. CTC shall install, service, and maintain inmate and pay telephone services using methods consistent with sound, generally recognized practices ordinarily associated with the type of work to be performed, to include all existing and future facilities under the management of PAYNE. CTC will be responsible for any and all local, long distance, and equipment charges. CTC shall remit to PAYNE its portion of the revenues as set out herein below. Parties acknowledge that CTC shall be the exclusive provider of such services during the time this agreement is in force and effect.

**(1) LOCATIONS**

- (a) **Payne County Jail**  
606 South Husband Street  
Stillwater, Oklahoma 74074

--- REMAINDER OF PAGE LEFT BLANK ON PURPOSE ---

**(B) COMMISSIONS**

As to any inmate phone that is located within those locations listed in Section A.1 whereby service to that phone is being provided by CTC successive of cut-over, revenue shall be deemed commissionable and henceforth payable by CTC to PAYNE commencing with the exact point in time in which the first billable or prepaid call has been initiated from that phone; moreover, such revenue shall remain commissionable and payable on any such phone until service to that phone has been reassigned through contractual reassignment.

- (1) CTC shall remit to PAYNE **60% (Sixty Percent)** of all *Usage Revenue* generated through *Traditional Collect, Prepaid Collect, and Prepaid Inmate Calling Card* telephone traffic (local, *intraLATA, interLATA, and interstate*) originating from the facility managed by PAYNE, as listed in Section A "*The Work*" and processed by CTC's call processing system. CTC will pay all said commissions on a monthly basis along with a monthly report of all said monies.
- (2) **Remittance and Acceptance – Remittance** of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, CTC shall remit commission payments to PAYNE on a monthly basis on or around the 20<sup>th</sup> day of each month. Any objection to a commission payment shall be brought to the attention of CTC by way of written notice by PAYNE, and shall be made within 30 days after receiving said commission payment. **Acceptance** of said commission payment shall be final and binding if no objections are brought forth after 30 days after receipt thereof.
- (3) **Adverse Conditions** – At any time while this contract is in force and effect, should the Oklahoma Corporation Commission, the Louisiana Public Service Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, change rates or impose restrictions or otherwise modify any rules or regulations under which inmate telecommunications are currently operating, so that such changes, restrictions, or modifications affect inmate telephone traffic in a way that causes PAYNE'S generated revenue from such traffic to be adversely affected, then both parties agree to work together toward the benefit of each other and may renegotiate the terms of this agreement temporarily or permanently.

**(C) TERMS**

The initial term of this agreement shall be for period beginning **July 1, 2016**, with the initial term completed on **June 30, 2017**. At the initial term completion date, or any subsequent renewal term completion date, CTC or PAYNE, at its option, has the right to refuse this contract, under the terms and conditions set forth by this contract, by giving certified notice to PAYNE or CTC. Any certified notice is to be mailed and received Ninety (90) days prior to termination date of this contract, or subsequent renewal term, to the address provided herein. This initial contract, and any renewal thereof, shall continue in force automatically for additional Twelve (12) Month periods should no action be taken by either party within the time frame set out herein. Should any action be taken which would otherwise warrant solicitation by PAYNE for competitive offers for provision of PAYNE's inmate telephone service, PAYNE shall grant CTC an opportunity to match or beat any offer from another telephone service provider in that CTC shall have a fair chance to retain its position as incumbent inmate telephone service provider.

**(D) ASSIGNMENT**

CTC's interest in and to this service agreement may be transferred or assigned, at the discretion of CTC, to any banking or financial institution to provide the financial requirements needed to provide the equipment and services listed in this agreement, or any other legal entity.

--- REMAINDER OF PAGE LEFT BLANK ON PURPOSE ---

**(E) EQUIPMENT**

CTC agrees to provide for PAYNE adequate equipment with the ability to perform monitoring, recording, and cut off switches. CTC has the right, and maintains the right, to remove or relocate any telephone equipment, from any location which is the subject of and governed by the terms of this agreement that CTC, in its sole and absolute discretion, determines is not economically profitable. The removal or relocation of the equipment shall not be undertaken until PAYNE is given ten (10) days written notice of CTC's intent to remove said equipment. The removal of equipment under terms herein shall in no way create or constitute a default of the terms of this contract. CTC agrees that upon removal or relocation of equipment it will restore the site where said equipment was removed from to its original condition. This excludes ordinary wear and tear, any condition(s) resulting from prior material, and any condition(s) resulting from actions of individuals other than employees or agents of CTC. CTC agrees to install and maintain at least the minimum number of coin-less inmate telephones as needed at the facility and/or as many as requested by PAYNE, subject to industry standards.

**(F) OBLIGATIONS OF PAYNE**

PAYNE agrees to undertake and perform the following: (i) Protect the equipment from abuse and report any damage(s), service problem(s), and/or hazardous condition(s) to CTC; (ii) Provide all necessary power and space for proper installation and maintenance of the equipment; (iii) Provide safe and secure access to the equipment by CTC and its employees or agents as needed by CTC; (iv) Allow CTC to affix signs to the equipment, as required by law. Said signs are to be furnished by CTC, and PAYNE will not allow any other signs, equipment or information to be affixed to the equipment or in the immediate area unless mutually agreed to by both parties.

**(G) DEFAULT**

In the event either party fails to perform one of its obligations under this agreement (i) by defaulting on a payment due; (ii) by non-performance or by interfering with the other party's performance or ability to perform; or (iii) through inability to perform their obligations under this agreement, and such default or failure continues for more than thirty (30) days after the non-defaulting party shall have given the defaulting party written notice specifying such default and demanding that the default be remedied or, in the case of any such default which cannot be remedied with thirty (30) days, if defaulting party fails to proceed promptly to remedy any such default receiving such notice, (iv) or if either party shall make voluntary assignment in bankruptcy or proposal to its creditors or take any similar action or if any bankruptcy, reorganization, proposal, insolvency, receivership, or similar proceeding is instituted against either party hereto or involving substantially all of its property and, in the case of such proceeding instituted against such party and not consented to by such party, such proceeding is not discontinued or dismissed with thirty (30) days from the date of its commencement, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. No failure of either party hereto to enforce any remedy available to it or delay of such party shall be considered to prohibit such party from enforcing any such remedy. The rights and remedies of the parties hereto contained in this Agreement shall not be exclusive but shall be cumulative, in addition to all other rights and remedies existing at law or in equity available to the parties hereto.

**(H) GOVERNING LAW**

This Agreement and the rights and obligations of PAYNE and CTC hereunder shall be subject to and interpreted in accordance with the laws of the State of Oklahoma.

**(I) NOTICES**

Notices or other communications required to be given under this agreement, other than those covered in Paragraph (L), shall be in writing and may be delivered by courier or prepaid certified mail and addressed as follows:

**TO PAYNE: Payne County Sheriff's Office**

Attn: Sheriff R.B. Hauf  
606 South Husband Street  
Stillwater, Oklahoma 74074

(PH) 405-372-4522

(FX) 405-372-1440

**TO CTC: City Tele-Coin Company, Inc.**

Attn: Jerry Juneau, Sr.  
4501 Marlena Street  
Bossier City, Louisiana 71111

(PH) 318-746-1114 or 800-682-0707

(FX) 318-746-1214

**(J) EQUIPMENT OWNERSHIP**

PAYNE acknowledges and agrees that CTC shall remain the sole and exclusive owner of all inmate telephone equipment, from the interface to, and including, the telephone.

**(K) HOLD HARMLESS**

- (1) **PAYNE** agrees to defend, hold harmless, and indemnify **CTC** from any and all damages, of any nature and kind, caused by **PAYNE**, its agents, employees, or assigns, whether the damage be to the person or property, and shall include but not be limited to attorney fees incurred by **CTC** in defense of a claim for damages caused by **PAYNE**. Further, specifically, but not limited to any and all damages that are in any way, shape, or form related to the improper or illegal use by any individual, including but not limited to inmates, of any exposed conduit installed by **CTC**, whether the damage be to the person or property, including but not limited to attorney's fees incurred by **CTC** in defense of any such damage or claim for any such damage(s).
  
- (2) **CTC** agrees to defend, hold harmless, and indemnify **PAYNE** from any and all damages, of any nature and kind, caused by **CTC**, its agents, employees, or assigns, whether the damage be to person or property, and shall include but not be limited to attorney fees incurred by **PAYNE** in defense of claim for damages caused by **CTC**.

**(L) REPAIR SERVICE**

**CTC** shall provide reasonable response time for repairs Monday through Friday, 9 a.m. to 5 p.m. **CTC** shall respond within 24 hours after receipt of verbal notice, email notice, or facsimile notice, as set out herein below, except where it is impossible to restore the service due to acts beyond the control of **CTC** such as riot, fire, war, flood, parts unavailability, and strike.

- (i) Verbal Notice.....318-629-0760
- (ii) Facsimile Notice.....318-746-1214
- (iii) E-Mail Notice .....jerry@citytelecoin.com, jerryjr@citytelecoin.com
- (iv) Emergency.....318-746-3920 or 318-747-9208

**(M) PREPAID CALLING CARDS**

Prepaid calling cards will be provided to **PAYNE** to be used for resale to inmates at **PAYNE** only. The prepaid cards provided will not be subject to return or refund. Calling cards are subject to any applicable per charge surcharge fee together with all federal, state, and local taxes. All calling cards will be honored beginning with their first use or sale. Should you desire a third party commissary operator to handle the prepaid calling card purchases for your facility, we will work with said commissary operator to facilitate the sale of calling cards to you. It is your obligation to notify **CTC** in writing as to the name of the commissary operator you wish to use for the sale of the cards to you. The change to commissary operative will become effective upon our receipt of your notice to change. The change to a commissary operative will not affect your liability for the cost of the cards. You will remain primarily liable for said cost of purchase.

**CTC** shall invoice you for each of your orders for calling cards. All applicable sales taxes and other charges, including to shipping and handling, will be included in said invoice. You specifically agree to pay said invoice within thirty (30) days of your receipt of your order. Should you provide **CTC** with a Sales and Use Tax Resale Certificate wherein you take responsibility for, and assume the sole liability for, charging and collecting applicable taxes from the end users, and for remitting said taxes to the proper taxing authority, **CTC** will not charge the sales taxes on the purchase invoice submitted to you upon purchase of the prepaid calling cards.

**PAYNE** acknowledges that the prepaid calling cards invoice may be subject to a discount as agreed by the parties. The sales invoice will show the face value of the cards less the discount, if any, together with sales tax, shipping and handling charges and will be due and payable thirty (30) days after receipt of **PAYNE**'s order. Should the invoice not be paid within said thirty (30) days, **CTC** hereby reserves, and **PAYNE** hereby authorizes, **CTC** to charge reasonable interest on any amounts past due. Further, should the invoice amount not be paid within the thirty (30) day period, you specifically authorize **CTC** to deduct the balance due from any earned commissions which you may have coming due from **CTC**. It is understood that sales taxes will be charged unless a valid reseller's certificate is received by **CTC** prior to the time of sale.

**(N) ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and may be modified or amended only by written agreement signed by both parties.

**(O) SEVERABILITY**

If any term, sentence, paragraph, or provision of this agreement or the application thereof, be deemed invalid or unenforceable, the remaining terms, sentences, paragraphs, and provisions shall not be affected and shall remain valid and enforceable to the maximum extent allowed by law and the terms of this agreement.

**(P) TECHNOLOGY BONUS**

CTC shall remit to PAYNE a one-time Technology Bonus which consists of One (1) Sentry Hound Cell Phone Detector, due after contract execution.

**THUS DONE AND SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Payne County Sheriff's Office**

**Payne County, Oklahoma**

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

**THUS DONE AND SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**City Tele-Coin Company, Inc.**

By: \_\_\_\_\_  
*Signature*

Gerald L. Juneau  
\_\_\_\_\_  
*Print Name*

President & CEO  
\_\_\_\_\_  
*Title*



VIII. D. 1  
**Payne County Sheriff's Office**  
**Sheriff R.B. Hauf**

606 S. Husband, Room 106  
Stillwater, OK 74074  
Phone: 405-372-4522 Fax: 405-372-1440

11/1/2016

Dear Payne County Commissioners,

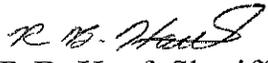
I would like to provide you with the following information:

Cost of food for the jail for the month of **October**  
Was **\$24,964.97**

\$12,788.73 Sysco Foods  
\$9,353.84 Ben E. Keith Foods  
\$2,822.40 Earthgrains

Please contact me with any questions the Commission may have.

Sincerely,

  
R.B. Hauf, Sheriff

(PCEE) Monthly Report: Officer Clint Costae, Date 11/08/2016

Date Beginning Saturday, 10/01/2016 to Monday, 10/31/2016

Month—Year to date  
October - 2016

Week Number	1	2	3	4	5	6	Monthly Totals			
							TC#1	TC#2	TC#3	
<u>[Calls for Service]</u>										
CSW Hours							<u>24</u>	<u>38</u>	<u>143</u>	<u>205-672</u>
<u>[SIGNS FOUND]</u>										
Street							<u>0</u>	<u>6</u>	<u>4</u>	<u>52-121</u>
Stop							<u>0</u>	<u>0</u>	<u>0</u>	<u>0-6</u>
Other							<u>0</u>	<u>0</u>	<u>0</u>	<u>0-6</u>
Poles							<u>0</u>	<u>3</u>	<u>1</u>	<u>4-67</u>
<u>[SIGNS MADE]</u>										
Street							<u>0</u>	<u>52</u>	<u>0</u>	<u>52-121</u>
Stop							<u>0</u>	<u>0</u>	<u>0</u>	<u>0-0</u>
Other							<u>0</u>	<u>0</u>	<u>0</u>	<u>0-0</u>
Bridge Markers							<u>0</u>	<u>0</u>	<u>0</u>	<u>0-87</u>
<u>[SIGNS INSTALLED]</u>										
Street							<u>0</u>	<u>10</u>	<u>4</u>	<u>14-135</u>
Stop							<u>0</u>	<u>0</u>	<u>0</u>	<u>0-2</u>
Other							<u>0</u>	<u>0</u>	<u>0</u>	<u>0-1</u>
Poles							<u>0</u>	<u>3</u>	<u>1</u>	<u>4-72</u>
Bridge Markers							<u>0</u>	<u>0</u>	<u>0</u>	<u>0-99</u>
<u>[DUMPS]</u>										
Investigated							<u>44</u>	<u>8</u>	<u>72</u>	<u>124-436</u>
Cleaned							<u>44</u>	<u>8</u>	<u>72</u>	<u>124-436</u>
<u>[LOADS OF]</u>										
H.H. Trash							<u>4<sup>3</sup>/<sub>4</sub></u>	<u>1</u>	<u>7<sup>1</sup>/<sub>2</sub></u>	<u>13<sup>1</sup>/<sub>4</sub>-59</u>
Car Parts/Tires							<u>1/2</u>	<u>0</u>	<u>1<sup>3</sup>/<sub>4</sub></u>	<u>2<sup>1</sup>/<sub>4</sub>-10</u>
Scrap Metals							<u>1</u>	<u>1/2</u>	<u>1<sup>1</sup>/<sub>2</sub></u>	<u>3-10<sup>3</sup>/<sub>4</sub></u>
Brush/Wood							<u>5<sup>1</sup>/<sub>2</sub></u>	<u>0</u>	<u>1<sup>3</sup>/<sub>4</sub></u>	<u>7<sup>1</sup>/<sub>4</sub>-28</u>
Poly/Alum. Etc.							<u>8'</u>	<u>0</u>	<u>0</u>	<u>8'-298'</u>
<u>[VIOLATIONS]</u>										
Charges							<u>0</u>	<u>0</u>	<u>0</u>	<u>0-9</u>
#-People Charged							<u>0</u>	<u>0</u>	<u>0</u>	<u>0-6</u>
Warnings							<u>0</u>	<u>0</u>	<u>0</u>	<u>0-3</u>
Clean up Fee's							<u>0</u>	<u>0</u>	<u>0</u>	<u>0-14,715.65</u>
<u>[OTHER "CFS"]</u>										
Follow up							<u>200</u>	<u>328</u>	<u>317</u>	<u>845-3499</u>

**(PCEE) Monthly Report: (Continued)**

Month-Year to date

<u>Week Number</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>TC#1</u>	<u>TC#2</u>	<u>TC#3</u>	<u>October - 2016</u>
Officer Initiated							1069	427	211	1707 - 7229
Training Hours							0	0	64	64 - 176
Agency Assists							30	7	29	66 - 294
Trim Bridges, etc.							1	5	5	11 - 52
Trim Intersections							12	4	11	27 - 58
Road Hazards Fixed							18	2	9	29 - 179
<u>[HOURS: MOW, TRIM, CLEAN]</u>										
Expo Center							0	0	2	2 - 8
D-1 Dump Station							1/4	0	0	1/4 - 3/4
D-2 Grounds							1/2	0	0	1/2 - 3/4
D-3 Dump Station							1	1	1	3 - 8
<u>[REPORTS WRITTEN]</u>										
Other							190	170	72	432 - 1671
Criminal							0	0	0	0 - 43
Affidavit							0	0	0	0 - 9
Officer Information							0	1	0	1 - 21
Calls for Service							1269	800	531	2600 - 10,791

Claims: Week-1-\$ \_\_\_\_\_, 2-\$ \_\_\_\_\_, 3-\$ \_\_\_\_\_, 4-\$ \_\_\_\_\_, 5-\$ \_\_\_\_\_  
 6-\$ \_\_\_\_\_ = Weekly Claim Total: \$ 2,768.37

[This Month Claims Filed]

[Yearly Total to Date]

Crim. Clean up Fee \$	<u>2</u>	\$ <u>4,715.65</u>
ACCO Dumps \$	<u>2,768.37</u>	\$ <u>10,683.97</u>
Oil-Poly/Aluminum \$		\$ _____
Road Sign Damage \$		\$ _____
Other Claim \$		\$ _____
CLAIM TOTALS \$	<u>2,768.37</u>	TOTAL \$ <u>15,399.62</u>

Comments:

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

PCEE Officer Chris Cal, Date 11/08/16  
 Revised: 06/06/2016

		% previous Month		% previous Month	% Total previous Year	
	Gross Production	Total	Other	Total		
Jan-15	\$ 138,485.35		\$200,767.01	\$339,252.36		
Feb-15	\$ 271,819.65	96%	\$265,233.95	\$537,053.60	58%	
Mar-15	\$ 100,009.23	-63%	\$237,583.28	\$337,592.51	-37%	
Apr-15	\$ 107,738.44	8%	\$256,614.95	\$364,353.39	8%	
May-15	\$ 103,636.44	-4%	\$329,899.25	\$433,535.69	19%	
Jun-15	\$ 134,516.40	30%	\$262,811.53	\$397,327.93	-8%	
Jul-15	\$ 86,139.02	-36%	\$248,365.62	\$334,504.64	-16%	
Aug-15	\$ 130,054.33	51%	\$266,991.17	\$397,045.50	19%	
Sep-15	\$ 141,949.42	9%	\$300,874.47	\$442,823.89	12%	
Oct-15	\$ 134,966.99	-5%	\$277,171.30	\$412,138.29	-7%	
Nov-15	\$ 129,284.05	-4%	\$529,931.86	\$659,215.91	60%	
Dec-15	\$ 122,568.00	-5%	\$334,722.39	\$457,290.39	-31%	
Jan-16	\$ 73,845.60	-40%	\$266,068.59	\$339,914.19	-26%	0%
Feb-16	\$ 130,002.75	76%	\$358,099.65	\$488,102.40	44%	-9%
Mar-16	\$ 65,863.64	-49%	\$288,502.90	\$354,366.54	-27%	5%
Apr-16	\$ 88,584.54	34%	\$314,094.79	\$402,679.33	14%	11%
May-16	\$ 49,725.47	-44%	\$280,960.40	\$330,685.87	-18%	-24%
Jun-16	\$ 71,160.92	43%	\$286,255.48	\$357,416.40	8%	-10%
Jul-16	\$ 65,834.11	-7%	\$256,101.84	\$321,935.95	-10%	-4%
Aug-16	\$ 69,410.68	5%	\$294,020.63	\$363,431.31	13%	-8%
Sep-16	\$ 66,452.24	-4%	\$261,689.39	\$328,141.63	-10%	-26%
Oct-16	\$ 30,825.81	-54%	\$516,256.61	\$547,082.42	67%	33%
REVENUE FROM REIMBURSMENTS:				\$239,690.11		
Nov-16	64,223.95	108%	\$266,686.31	\$330,910.26	-40%	-50%

