

## AGREEMENT FOR SERVICES

This Agreement made between **Pro-West & Associates (Vendor 003949), P.O. Box 812, Walker, MN 56484**, hereinafter referred to as "Consultant" and the **Board of County Commissioners** of Oklahoma County, hereinafter referred to as "County".

### DESCRIPTION OF PROJECT

PROJECT NUMBER: Requisition 12104523-00 FY 2021  
County Assessor Mapping Data Conversion  
Consultant Services: On-site training

### SCOPE OF SERVICES

The Consultant Services to be provided are described in Attachment "A".

## SECTION 1

### CONSULTANT CHARGES

The total amount of the contract shall not exceed **\$7,000.00 Dollars and No/100 (\$0.00)** for Scope of Services as described in Attachment "A". Should the Consultant determine services are needed that will exceed that total amount, the Consultant shall notify the County by Amendment to this Agreement for acceptance by the County prior to performing work that would exceed this amount.

### THE CONSULTANT AGREES

1. To comply with all federal, state, and local laws, regulations and ordinances applicable to the work, procure all necessary licenses and permits, and file any documents required for the approval of governmental authorities having jurisdiction over the Project.
2. To be available for such conferences as the County may deem necessary in connection with the work, and the County shall have the right to inspect the work at all reasonable times at an acceptable working office or offices located at 320 Robert S. Kerr #313, OKC, Ok 73102.
3. To assume responsibility, to indemnify, and save harmless the County or other agency of government from all claims and liability to the extent caused by his negligent acts or the negligent acts of his agents, employees, subcontractors, independent consultants and/or independent consultants retained pursuant to this agreement.

4. To bind Consultant's firm including principals, officers, employees, agents, subcontractors, independent consultants and/or independent consultants retained pursuant to this agreement, to the same statutes, rules, and regulations as the County insofar as conflict of interest is concerned.
5. That prior to beginning the work he and his subcontractors shall obtain and furnish current copies (certificates) to the County of:
  - A. Worker's Compensation Insurance in accordance with the laws of the State of Oklahoma.
  - B. Professional Liability Insurance. The insurance policy coverage must be in an amount sufficient to satisfy any claims arising under The Oklahoma Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq. The insurance policy must contain provisions that the County be notified if the insurance carrier intends to cancel or not renew the policy.

This insurance (A and B) shall be maintained in full force and effect during the life of this contract.

6. To maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times, during the contract period for three years from the date of final payment under the contract, for inspection by the County and copies thereof shall be furnished if requested.
7. Any written report or document generated by the Consultant, his agents, employees, subcontractors, independent consultants and/or independent consultants retained pursuant to this agreement, in connection with this project shall become the property of the County without any right of the Consultant, his, agents, employees, subcontractors, independent consultants and/or independent consultants retained pursuant to this agreement, to restrict said use in any manner by the County.

## SECTION 2

### THE COUNTY AGREES:

1. To pay a total fee not to exceed \$7,000.00 Dollars and No/100 (\$0.00) which includes all services provided by Consultant, his subcontractors and/or independent consultants retained pursuant to this agreement, as funds are available and work is authorized by the County Engineer.

### **SECTION 3**

**It is further mutually agreed by the County and the Consultant that:**

1. A written notice will be made to the Consultant by setting out the date he is to begin the prosecution of the contract work.
2. It is expressly understood and agreed by and between the parties hereto that the Consultant, including his subcontractors and/or independent consultants retained pursuant to this agreement, will hold and save the County harmless from any and all claims of damage or cause of action accruing to persons to the extent caused by any of Consultant's work performed negligently hereunder. The Consultant will be held responsible for the accuracy of engineering details and quantities of work to be performed or to be performed by his subcontractors and/or independent consultants retained pursuant to this agreement. Frequent occurrence of irregularities in engineering details or quantities will be a basis for withholding future engineering contracts from said Consultant. The Consultant, his subcontractors and/or independent consultants retained pursuant to this agreement, shall furnish a legible copy of all computations used in developing pay quantities, neatly arranged, bound, properly identified and indexed. The Consultant will be held responsible to correct any mistakes or omissions in the work of the Consultant, his subcontractors and/or independent consultants retained pursuant to this agreement, which appear and are disclosed to Consultant during the final review by the County.
3. For any major revision in the character or scope of the work ordered in writing by the County, a supplemental agreement will be negotiated, prior to performing the additional work.
4. The County reserves the right to delete any portion of this contract at any time, and if such is done, the total engineering fee shall be reduced in the same ratio as the estimated cost of the work deleted varies with the estimated cost of the work as originally planned, or when appropriate, the engineering fee shall be computed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted, the Consultant, including his subcontractors and/or independent consultants retained pursuant to this agreement, shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.
5. The County reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Consultant, including his subcontractors and/or independent consultants retained pursuant to this agreement, shall be paid by the County the reasonable value for the data delivered or ready for

delivery upon receipt thereof, and such determination by the County shall be conclusive and binding.

6. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the County, the Consultant, and his subcontractors and/or independent consultants retained pursuant to this agreement, shall be referred for determination to the County Commissioner in whose district the project is located, or his duly authorized representative whose decision after approval by the Board of County Commissioners in the matter shall be final and conclusive on the parties to the contract, unless and provided that nothing herein shall deny either party the right to litigate all questions of fact and conclusions of law in the courts of the State of Oklahoma.
7. The County will grant a request for a reasonable extension of time, if the Consultant submits a request in writing indicating the length of extension required, along with satisfactory evidence showing that he is unable to complete this work in the time specified for reasons beyond his control.
8. The Consultant shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.
9. All work performed and submitted under this contract, including the Consultant, his subcontractors and/or independent consultants retained pursuant to this agreement, shall be done in a manner acceptable to the County, and all computations prepared or obtained under the terms of the contract shall be delivered to and become the property of the County and that basic notes and sketches, charts, computations, and other data prepared or obtained under such contract shall be made available upon request, to the County without restriction or limitation on their use.
10. This contract is null and void unless the amount of the contract has been encumbered by the County and approved for payment by the Board of County Commissioners.
11. This agreement cannot be assigned or subcontracted by either party without written approval of the other party.

#### **TERM OF AGREEMENT**

This Agreement shall be effective upon execution by all parties and will expire upon completion of construction.

**OWNER IS A GOVERNMENTAL ENTITY OF THE STATE OF OKLAHOMA**

It is expressly understood that the County under this agreement is a body corporate and politic of the State of Oklahoma and consequently may only contract within the limitations provided by Oklahoma law. Notwithstanding any other provision to the contrary hereinbefore set forth, the provisions of the Article shall control any other provisions of this agreement.

The Consultant shall not perform any services until the Consultant receives a Purchase Order from Oklahoma County showing the full amount of the obligation created pursuant to this Agreement for the Project has been encumbered within an unencumbered amount previously appropriated for such purpose within the budget of Oklahoma County for Fiscal Year 2021-2022. For the purpose of this agreement it is understood and agreed that the full amount of the obligation created pursuant to this Agreement is no more than **\$7,000.00 Dollars and No/100 (\$0.00)**. In the event that an Amendment is approved pursuant to terms of this agreement, and terms of said Amendment require payment of any sum in addition to the sum immediately aforesaid, Consultant shall not perform any Services contemplated within the scope of said Amendment until Consultant receives a Purchase Order showing that the full amount of the obligation created pursuant to said Amendment has been encumbered within an unencumbered amount previously appropriated for such purpose in the budget of the Oklahoma County's Fiscal Year within which the Amendment is appropriated.

Approved as to form and legality this 16 day of November, 2021.



Assistant District Attorney

This Agreement entered this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

OKLAHOMA COUNTY  
Board of County Commissioners

CONSULTANT  
Pro-West & Associates

\_\_\_\_\_  
Chairman

  
(Signature)

\_\_\_\_\_  
Vice-Chairman

BRANDON CRISSINGER, VICE PRESIDENT, COO  
(Printed name and title)

\_\_\_\_\_  
Member

ATTEST:

APPROVED:

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

\_\_\_\_\_

## Attachment A

### Oklahoma County, OK Parcel Fabric Training 2

Date: 10/27/2021

Client: Oklahoma County, OK  
Mike Morrison  
Chief Deputy  
Oklahoma County Assessor's Office

#### PROJECT DESCRIPTION

Oklahoma County has identified the need for additional hands-on parcel fabric training. This training will consist of 3 days of on-site training at the County facility. One Pro-West instructor will be on-site while an additional instructor will join remotely via Microsoft Teams to assist the County with questions and training topics (and to allow for the training session to be recorded for future use and review by the County).

The training will mainly focus on helping define the County's workflow for parcel maintenance. To do this Trainers will assist the County and work through processing some of the County's backlog of parcel updates.

Additional topics that have been reviewed with the County to cover during the training are as follows.

#### Training Lessons from the Manual:

1. Consistency Check
2. Weighted Least Squares Adjustment
3. Editing Versions

**Additional topics:** (brought up during first training. Some of these items would need input from the County so training could be accurate with County's needs.)

1. How to delay public viewing of sub info - Sub Active Date of Jan 1 for Subs
  - a. How does the county need to update that annually?
2. Alias Tax Parcel > Name to Acct Number
  - a. Changing schema
  - b. Alias warning - do NOT alias with the name of an existing field
  - c. Other alias items
3. Universal vs Individual queries/expressions
  - a. What are universal changes - schema / alias items / topo items / attribute rules
  - b. What are individual expressions - specific map items - symbols, labels, etc.
4. Topology rules updates
  - a. Suggestions / Recommendations - gaps / overlaps / this covered by that

- b. What would be good things to think about for ideas - what are the relationships between feature types
  - c. Mark as exception in bulk
5. What is the process to update schema - stop service, update, start, republish
6. Apply Record/doc info to tax parcels and Create Records from that to remove as many Missing Record errors as possible
7. Attribute Rule ideas / recommendations
  - a. Calculate acreage, calculate additional fields
8. More step by step for their specific workflows -
  - a. Bringing in new subs from CAD, what layers to turn on/off
  - b. Update backlog of merges/combinations/new subs that need to be gone through (run through update process)
9. Data Cleanup – all the missing data due to bad linework

#### PROJECT MANAGER

**Pro-West & Associates Project Manager:** Name: Brandon Crissinger  
 Phone: 320-207-6854  
 Email: bcrissing@prowestgis.com

**Client Project Manager (PM):** Name: Mike Morrison  
 Phone: 405-713-7148  
 Email: MICMOR@oklahomacounty.org

**Project Schedule:** Training to be held December 14<sup>th</sup>, 15<sup>th</sup> and 16<sup>th</sup>.

#### CLIENT RESPONSIBILITIES

The County will need to provide:

1. The training area and equipment to access the data.
2. Allow required staff time to attend the training session
3. Provide the trainer with access to system as needed for the training while onsite.

#### TRAINING SESSIONS

The on-site training will provide the following deliverable:

- Teams meeting videos of the training sessions

#### Project Completion: Project Completion

##### **Project Completion:**

The project will be considered completed when:

- The training has been completed.
- The training videos have been delivered.

#### Project Risks and Mitigation

1. Stakeholders are not identified at the beginning of the project
  - a. Mitigation: County and PWA will identify stakeholders at the project kick off. If changes in stakeholders occur, they will be communicated to the stakeholders immediately to eliminate and/or minimize timeline and budget changes.
2. Stakeholders change throughout the project
  - a. Mitigation: Maintain the same project stakeholders throughout the project. If stakeholders do change, it is the client's responsibility to communicate the purpose of the project to the new stakeholder or for PWA to communicate changes to the client. If the project changes due to a change in stakeholders, additional charges may apply and the timeline may be affected.
3. Training attendees do not have dedicated time to participate in training.
  - a. Mitigation: County will need to provide time for staff to allow them to focus their time during training days towards the training. Email and other devices should not be accessed during training sessions.

#### Project Summary

1. Pro-West is not providing any additional training documentation.
2. One Pro-West trainer will be on-site and one trainer will be assisting with the trainings remotely via Microsoft Teams.

#### Project Summary

\$7,000

**Invoicing Schedule:** PWA will invoice once on-site training has been completed

If the scope, objectives, or timeline change significantly before the project is completed, we will agree to discuss any necessary modifications to our agreed-upon fee or to the scope, objectives, or timeline of the project.

*\* Payment is due within 45 days of an invoice date.*



To proceed with the described services in this estimate, please sign and date below and return to the Project Manager listed above.

CLIENT

Pro-West & Associates

Acceptance Signature:

Signature:

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

  
Date: 11/8/21

*Estimate valid for 90 days*

**OWNER IS A GOVERNMENTAL ENTITY OF THE STATE OF OKLAHOMA**

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Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

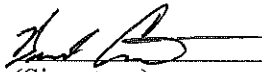
\_\_\_\_\_  
Assistant District Attorney

This Agreement entered this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

OKLAHOMA COUNTY  
Board of County Commissioners

CONSULTANT  
Pro-West & Associates

\_\_\_\_\_  
Chairman

  
(Signature) BRANDON CRISSINGER  
VICE PRESIDENT, COO  
(Printed name and title)

\_\_\_\_\_  
Vice-Chairman

\_\_\_\_\_  
Member

ATTEST:

APPROVED:

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


To proceed with the described services in this estimate, please sign and date below and return to the Project Manager listed above.

CLIENT

Pro-West & Associates

Acceptance Signature:

Signature:

\_\_\_\_\_  
Date: \_\_\_\_\_  \_\_\_\_\_ Date: 11/8/21

*Estimate valid for 90 days*



Bill To  
OKLAHOMA COUNTY ASSESSOR  
320 ROBERT S. KERR  
SUITE 313  
OKLAHOMA CITY, OK  
73102

Requisition 12203243-00 FY 2022

Acct No:  
UNDEFINED ACCOUNT.  
Review:  
Buyer: 6065armarhof  
Status: Created

Page 1

Vendor  
PRO-WEST & ASSOCIATES, INC.  
PO BOX 812

Ship To  
OKLAHOMA COUNTY ASSESSOR  
320 ROBERT S. KERR  
SUITE 313  
OKLAHOMA CITY, OK 73102

WALKER, MN 56484

Deliver To  
OKLAHOMA COUNTY ASSESSOR  
320 ROBERT S. KERR  
SUITE 313  
OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department	
11/03/21	1003949				Assessor Revaluation	
LN Description / Account				Qty	Unit Price	Net Price
001 SERVICE AGREEMENT - TRAINING ON MAPPNG CONVERSION				7000.00 EACH	1.00000	7000.00

Ship To  
OKLAHOMA COUNTY ASSESSOR  
320 ROBERT S. KERR  
SUITE 313  
OKLAHOMA CITY, OK 73102

Deliver To  
OKLAHOMA COUNTY ASSESSOR  
320 ROBERT S. KERR  
SUITE 313  
OKLAHOMA CITY, OK 73102

Requisition Link

Requisition Total

7000.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*  
Account

Amount Remaining Budget

#867

#847

**REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES**

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.


IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

**DATE OF REQUEST:** 11/3/21

**COUNTY DEPARTMENT MAKING REQUEST:** Assessor

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Review of Services Agreement for with Prowest.

**ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.** (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).



**COUNTY OFFICER**

.....  
**DATE RECEIVED BY DISTRICT ATTORNEY:** \_\_\_\_\_

**REPLY BY DISTRICT ATTORNEY:** See notes on Exhibit 11

DC  
11-16-21  
[Signature]

11-4-21  
[Signature]

Revised  
11/15/21

**DAVID PRATER  
DISTRICT ATTORNEY**

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

RECEIVED  
NOV 03 2021  
CIVIL DIVISION  
DISTRICT ATTORNEY

RECEIVED  
NOV 15 2021  
CIVIL DIVISION  
DISTRICT ATTORNEY