

CLEVELAND COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

SERVICE AGREEMENT FOR CERTIFIED PUBLIC ACCOUNTING SERVICES

CONTRACT made as of the _____ day of _____, 2026

BETWEEN the **COUNTY:** The Board of County Commissioners of the
County of Cleveland
201 South Jones
Norman, Oklahoma 73069

Contact Person: Jacob McHughes
Chairman, Cleveland County Board of County Commissioners
Telephone Number: 405-366-0200

and the **VENDOR:** Tramman Group
Address: 629 West Main, Suite 223
Oklahoma City, OK 73102

Contact Person: Cathy Menefee
Telephone Number: 405-758-6856
Email: cathy@trammangroup.com

for the following maintenance or services:

See Letter of Engagement from Tramman Group attached hereto and incorporated by reference.

This contract has been examined and approved as to legality by the District Attorney, Cleveland County.

Assistant District Attorney

Date

THE COUNTY AND THE CONTRACTOR AGREE AS SET FORTH BELOW.

ARTICLE 1
SERVICES

1. Provide accounting services as set forth in the Letter of Engagement attached hereto and incorporated by reference.
2. Vendor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to the Oklahoma Accountancy Board. Loss of required certification, permit, or license by the Vendor shall automatically terminate this contract. All persons providing services that are lawfully required to perform those services under this contract shall be documented as licensed, certified, and otherwise trained as outlined in this contract, or under supervision prior to initiating services under this contract.
3. The Vendor shall not reassign this contract, or any part thereof, or engage in any subcontract to provide the services herein without prior written approval of the County. If approved, the Vendor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency.
4. In the performance of all services rendered under this contract, the Vendor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties.
5. Vendor assures that neither the Vendor nor anyone subject to the Vendor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the County any money or other thing of value, either directly or indirectly, in procuring this contract herein.

ARTICLE 2
INSURANCE/LIABILITY

Vendor shall be liable for any damages resulting from, arising out of, or relating to the professional services provided pursuant to this Contract. The Vendor shall indemnify, defend and hold harmless Cleveland County and the Cleveland County Board of County Commissioners, and their agents and employees, from any and all liability, loss, damage or expense including reasonable attorney's fees and investigative expenses they may incur which result from any claims against them, individually or severally for any acts or omissions by the Vendor, or any of the Vendor's officers, agents or employees in its performance of services pursuant to this Contract.

ARTICLE 3
TERM OF CONTRACT AND RENEWAL

This contract shall be effective from July 1, 2026 and terminate on June 30, 2027. The contract is renewable for an additional fiscal year upon approval of both parties. Unless terminated earlier, this Contract will automatically terminate at the end of the fiscal year, 2026 pursuant to Article 10, Section 26 of the Oklahoma Constitution.

It is agreed that either party may terminate this contract at any time before the end of the

fiscal year for any reason after giving the other party sixty (60) day written notice of termination. It is further agreed the County may terminate this Contract immediately if the Vendor fails to provide services in accordance with this contract or in any way breaches any of the provisions of the Contract. Prior to termination for failure to provide services set forth in this contract, County shall provide Vendor written notice of the deficiency. Vendor will then have ten (10) business days in which to cure the deficiency prior to termination of this contract.

ARTICLE 4 CONTRACT AMOUNT

In accordance with the terms of this contract, the County will pay the Contractor an amount not to exceed eighteen thousand, five hundred fifty dollars (\$18,550.00) monthly for an annual total of two hundred twenty-two thousand, six hundred dollars (\$222,600.00) unless amended in writing and approved by Contractor and the County, payable to the Contractor as set forth below.

County shall only pay upon receipt of an invoice for services, which shall be submitted to the County not more than thirty (30) days from the day services were last rendered during the invoice month. County agrees to make payment to Contractor within forty-five (45) days of receipt of a proper invoice.

ARTICLE 5 NOTICES

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Notices shall be sent to the County at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the County:

Cleveland County Board of County Commissioners
201 S. Jones
Norman, OK 73069

With a copy, which shall not constitute notice, to:

District Attorney's Office, Civil Division
201 S. Jones, Suite 300
Norman, OK 73069

If sent to the Contractor:

Cathy Menefee
Tramman Group
629 West Main, Suite 223
Oklahoma City, OK 73102

ARTICLE 6
PURCHASE ORDER

This contract is null and void unless the amount of the contract has been encumbered by the Cleveland County Clerk. Upon approval of this contract a Purchase Order Number will be issued by Cleveland County as set out below.

ARTICLE 7
LEGAL AUTHORITY

It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the County Purchasing Act, 18 O.S. §803(A)(6), 19 O.S. §1, 19 O.S. §1500 *et. seq.* All items of the vendor that relate to this contract are subject to examination by the County, the State Auditor and Inspector and the County Purchasing Director.

APPROVED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
CLEVELAND COUNTY, OKLAHOMA

Chairman _____

Commissioner _____

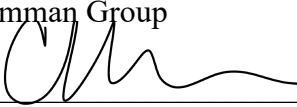
Commissioner _____

ATTEST:

Pam Howlett, County Clerk

VENDOR:

Tramman Group

By:  _____

Attest or Notary:
