

AGENDA REQUEST FORM

Agenda Item: Contract Renewal

Name of Person Submitting Request: Kelly Butts

Department: Cleveland County District Attorney's Office

Phone: (405) 573-1342

Date Requested: _____

Description of Agenda Item Including Purpose for Consideration by Board of County Commissioners (include type of motion requested).

Discussion, Consideration, and/or Action:

To approve the Standard Agreement between Cleveland County District Attorney and

Spring House Water for Bottled Water Service to Garvin County

5 Gallon Bottled Water @ \$7.50 each + Service Charge of \$3.99

Effective July 1, 2026 to June 30, 2027

Internal Use Only

Received By: _____

Acknowledge: _____

Date Assigned: _____

Applicant Notified: _____

Routine (Consent) Item: _____

Other Parties Notified: _____

CLEVELAND COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

STANDARD SERVICE CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the 12th day of May 20 26

Between the **COUNTY**: The Board of County Commissioners of the
County of Cleveland
201 S Jones
Norman Oklahoma 73069

on behalf of: District 21 District Attorney's Office
Contact Person: Kelly Butts
Telephone Number: 405-573-1342

and the **VENDOR**: Spring House Water
Address: 788 3rd Street
Healdton OK 73438

Contact Person: Heather Hacker
Telephone Number: 405-235-8474

For the following maintenance or services: Account # 22826

Bottled Water Service for Garvin County District Attorney's Office

This Contract is or x
New Renewal

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

Christina L. Beal
Assistant District Attorney

05-13-26
Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW

Standard contract consisting of 3 pages with
 attachments

ARTICLE 1
MAINTENANCE / SERVICES

The Vendor shall supply the following maintenance / services as required by the Contract and Bid Specifications: (describe item/s and serial number/s to be maintained)

Monthly Delivery of 5 Gallon Bottled Drinking Water

ARTICLE 2
INSURANCE / LIABILITY

The Vendor agrees to maintain liability and Workers' Compensation insurance to cover the acts of Vendor and his employees or agents regarding any services rendered pursuant to this contract. Such liability and Workers' Compensation insurance shall be sufficient in coverage and policy limitations to cover all claims arising under the Oklahoma Governmental Tort Claims Act. The Vendor agrees to indemnify and hold harmless the County for any negligent acts of Vendor in the performance of this Contract.

ARTICLE 3
TERM OF CONTRACT AND RENEWAL

This contract shall commence on July 1, 2026 and shall 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 current fiscal year (June 30) pursuant to Article 10, Section 26 of the Oklahoma Constitution.

It is agreed that the County may terminate this contract at any time before the end of the fiscal year for any reason after giving the Vendor a 30 day written notice of termination. It is further agreed that the County may terminate this Contract immediately if the Vendor fails to provide services in accordance with this Contract or in any way that breaches any of the provisions of the Contract.

ARTICLE 4
CONTRACT AMOUNT

The County shall pay the Vendor for the maintenance / services of this equipment as follows:

5 Gallon Bottled Drinking Water @ \$7.50 each
Service Charge @ \$3.99

ARTICLE 5
MISCELLANEOUS PROVISIONS

ARTICLE 6
BLANKET 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 the Cleveland County Clerk 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, 19 O.S.A Section 1500 et. Seq. 19 O.S.A. Section 1 and 62 O.S.A., Section 430.1

APPROVED this _____ day of _____ 20 _____

BOARD OF COUNTY COMMISSIONERS
CLEVELAND COUNTY, OKLAHOMA

Chairman _____

Approved by County Dept.:

Department Head _____

ATTEST:

County Clerk

VENDOR: Spring House Water

By _____

Attest or Notary: _____