



## ***CONTRACT FOR SERVICES***

**THIS AGREEMENT** is made and entered into by and between Muskogee County Assessor's Office, a political subdivision of the State of Oklahoma, by and through its BOARD OF COUNTY COMMISSIONERS ("County") and Total Assessment Solutions Corp. ("TASC") an Arkansas Corporation, of Glenwood, Arkansas.

**FOR AND IN CONSIDERATION** of their mutual undertakings and of the mutual promises and covenants contained herein, the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

### ***Section A: Duties of TASC***

- I.** TASC agrees to provide the following services for all prior year drilled and producing oil & gas wells, gas plants and/or compressors stations installed from January 1, 2023 thru December 31, 2023 where access is allowed. "The Well List" provided by TASC all other information will be provided by and/or obtained from County filings and/or permits from Assessor, County Clerk and County Commissioner's office.
- A.** GPS the following items with an accuracy rate of within one meter;
1. Well bores
  2. Compressors
  3. Gas Meters
  4. Pipeline Marker or Crossings
  5. Gas Plants & Compressor Station Sites
- B.** Map, Inspect, Photograph and List and/or inventory oil & gas wells in the following manner:
1. Well Bores
    - a. Operator name,
    - b. Lease or Location Name
    - c. Legal Description
    - d. Equipment list shall include if obtainable;
      - i. Size
      - ii. Type
      - iii. Make and/or model
      - iv. Any other pertinent information listed on equipment
  2. Compressors, Compressor Stations and Gas Plants
    - a. Operator name
    - b. Lease or Location Name
    - c. Legal Description
    - d. List shall include if obtainable;
      - i. Compressor make and model
      - ii. Engine make and model
      - iii. Manufactured Date
      - iv. Serial number
  3. Gas Meters
    - a. Operator name,
    - b. Lease or Location Name
    - c. Legal Description
    - d. List shall include if obtainable;
      - i. Make and/or model
      - ii. Serial Number
      - iii. Size
      - iv. Any other pertinent information listed on equipment

- II. Value all locally assessed taxable oil and gas equipment along with any wind farm turbine and/or solar equipment, if applicable, and furnish the assessor with all valuations in Excel or Access digital format for each company for tax year 2025.
- III. Provide expert testimony on behalf of the County at any or all proceedings on values determined during the service agreement and/or as needed by the County at all District Court or Administrative Hearing Proceedings.
- IV. Provide expert testimony on behalf of the County at any or all proceedings on values determined by the County for tax years 2023-2024 and during the service agreement and/or as needed by the County at all District Court or Administrative Hearing Proceedings.
- V. Provide a dxf or shp file to import into county's existing mapping system, displaying GPS points and associated attributes collected at the time of inspection and described above.
- VI. Provide equipment listing in Microsoft Excel and Access format along with all digital photographs of properties inspected and/or reviewed.
- VII. Assist the County Assessor's Office in mapping and appraising pipelines throughout County based on information supplied to the County Assessor's Office from pipeline companies and any other reliable source of information.
- VIII. Provide map layer file with all pipeline segments mapped displaying when available pipeline size, type, year, line number, product, owner, operator or any other data obtained to import in County GIS System or Mapping System.

### ***Section B: Terms and Payment***

- I. **Contract Price:** As compensation for the stated services, the County agrees to pay Total Assessment Solutions Corp. forty thousand dollars (\$40,000.00).
- II. **Payment:** The above stated contract price shall be payable in four quarterly payments as follows:
  - September 1, 2024 – Ten Thousand Dollars (\$10,000.00)
  - November 1, 2024- Ten Thousand Dollars (\$10,000.00)
  - January 1, 2025 - Ten Thousand Dollars (\$10,000.00)
  - April 1, 2025 - Ten Thousand Dollars (\$10,000.00)
- III. **Term:** The term of this contract shall be from July 1, 2024, and/or date of execution until June 30, 2025.
- IV. **Funding:** Notwithstanding any other provision of this agreement, the parties acknowledge and agree that the funds to be paid by the County under the terms of this contract will be available only as appropriated on a fiscal year-to fiscal year basis by properly constituted legal authority. In the event that the County determines that sufficient funds have not been appropriated to make the payments required under the terms of this contract, the obligations of the County under this contract shall terminate. In such event, the County shall give prompt written notice of termination to TASC.

- V. **Termination:** County may terminate at any time with a 30-day notification letter. Final payment will be prorated according to the percent of the current phase of the project completed and approval of the County Assessor.

**Section C: Warranties and Representations of TASC**

Notwithstanding anything to the contrary contained in this agreement, County and TASC agree and acknowledge that County is entering into this agreement in reliance on TASC's special and unique abilities and experience with respect to performing the services provided in this Contract. TASC accepts the relationship of trust and confidence established between it and the County by this agreement. TASC covenants with County to use its best efforts, skill, judgment, and abilities to perform the services and to further the interests of the County, and in accordance with the highest professional standards. TASC further represents, covenants and agrees that there are no obligations, commitments or impediments of any kind applicable to TASC that will limit or prevent performance of the services.

All of the services to be furnished by TASC under or pursuant to this agreement shall be of the standard and quality which prevail among such professionals of knowledge skills and experience engaged in practice throughout the United States under the same or similar circumstances involving a project and services such as are described in the contract.

All of the material warranties and representation made by officers, agents and/or representatives of TASC are true and correct and that they have been made in anticipation of the County's reliance upon the truthfulness of them.

IN WITNESS WHEREOF, we set our hands and seal this 19<sup>th</sup> day of Aug 2024.

BOARD OF COUNTY COMMISSIONER'S

[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]

[Handwritten Signature]  
 FOR THE FIRM  
[Handwritten Signature]  
 COUNTY ASSESSOR

ATTEST:

[Handwritten Signature]  
 COUNTY CLERK

