
MEMO

APPROVED
3/27/2023



DATE: March 22, 2023
FROM: Matney M. Ellis
Assistant Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – JD Young Think Healthy Systems

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of Tulsa County on behalf of Tulsa County Administrative Services and JD Young Think Healthy Systems for rental and service of a water filtration system, model/serial number 3i-2037M79136 at a rate of \$46.95 per month for twelve (12) months as further described in the attached.

Respectfully submitted for your approval.

MME/llm

SUBMITTED FOR: The March 27, 2023 BOCC meeting agenda.

CMF# 20230424

RENTAL AGREEMENT

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Customer Information		Billing Information (if different)	
BOCC on behalf of Tulsa County Administrative Services			
Name Victoria Wilson	Phone Number (918) 596-5881	Name ()	
Contact 218 W. 6th St.	Phone Number	Contact	Phone Number
Address Tulsa, OK 74119-1004		Address	
City, State, Zip		City, State, Zip	

Distributor: JD Young/Think Healthy Systems

City, State, Zip: 116 W. Third Street, Tulsa, OK 74103

Contact: Bob Stuart Jr. Phone Number: (918) 582-9955

Rental Term	Monthly Payment	Sales Tax (% _____)	Total Payment
12 Months	\$ 46.95	+ \$ - .	= \$ 46.95

Billing Frequency Monthly Quarterly

Pmt. Method: Check Credit Card Auto Debit

Equipment Schedule (Model & Serial#)
3i-2037M79136

Special Provisions:	Due with Order
Includes Service & Filters	Adv. Pmts. (# _____) +\$ _____ . _____
	Installation Fee +\$ _____ . _____
	Total Due with Order = \$ _____ . _____

Agreed and Accepted By:

Customer: Kelly Dunkerley (Authorized Signature) Kelly Dunkerley (Name Print)
Chairman Attest: [Signature] (Title) 3/27/2023 (Date)

Distributor: [Signature] (Authorized Signature) [Signature] (Title) 3/22/23 (Date)

APPROVED AS TO FORM/LEGALITY
Assistant District Attorney
Andrew C. Mihelich

Customer acknowledges having read and understood all of the terms and provisions of this Rental Agreement, including the reverse side hereof, and agrees to be bound by all of the terms and provisions contained herein upon the execution of this Rental Agreement. The Customer agrees this Rental Agreement is for the rental term indicated above.

CME# 20230424

RENTAL AGREEMENT TERMS AND CONDITIONS

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- 1. Ownership of Equipment:** JD YOUNG or its assignee is the sole owner and titleholder of the Equipment during the rental period. Customer agrees to keep the Equipment free and clear of all liens.
- 2. Complete Agreement:** Customer agrees that no promises or Agreements have been made by JD YOUNG or anyone else which are not part of this Agreement and that any revisions to this Agreement must be signed by an authorized representative of JD YOUNG and the Customer.
- 3. Authorized Signer:** The person(s) signing this Agreement on behalf of the Customer or signing any Guaranty represents they have the authority to do so and that no information supplied by Customer is false.
- 4. Replacement Filters:** This Agreement includes a filter replacement set per unit per contract term renewal.
- 5. Liability and Insurance:** Subject to 51 O.S. 155, et seq. customer is responsible for any losses or injuries caused by the Equipment and due to the acts of Customer. Customer further agrees to keep the Equipment fully insured against such losses during the term of the Agreement or any extension thereof unless Customer is self-insured.
- 6. Location of Equipment:** Customer will keep the Equipment at the location specified in the Agreement. The Distributor or an authorized agent, for reasonable and customary charges, agreed to in advance in writing and signed by the Customer, must perform any relocation of the Equipment.
- 7. JD YOUNG Interests:** Customer may not sell, transfer, encumber or assign the Equipment or this Agreement without express prior written consent of JD YOUNG or its assignee.
- 8. Installation, Maintenance and Care:** Distributor, or its authorized agent, agrees to install the Equipment in accordance with manufacturer's specifications. Customer agrees to use and maintain the Equipment in accordance with the manufacturer's specifications. Customer will also make the Equipment available and accessible to the Distributor or its authorized agent for maintenance.
- 9. UCC Filings:** Customer grants JD YOUNG (and its successors and assigns) authorization to sign and file any Uniform Commercial Code financing statements deemed necessary or desirable by JD YOUNG (or its successors and assigns) to protect its interests in the Equipment.
- 10. Default:** If Customer does not pay any amount when due, or breaches any other term of the Agreement, JD YOUNG or its assignee, may deem Customer in default of the Agreement, and JD YOUNG or its assignee retains the right to exercise any and all legal remedies available by applicable laws, including, but not limited to, repossession of the Equipment.
- 11. Business Agreement:** Customer agrees that this Agreement is for business purposes and will be governed by the laws of the state in which the Equipment is located. Customer further agrees that should any legal action, suit, or proceeding be initiated by any party to this Agreement with regard to or arising out of this Rental Agreement, or the Equipment covered hereby, such action shall be brought only in the courts of the state in which the Equipment is located, and all parties consent to the jurisdiction of such courts as to all such actions.
- 12. Termination of Agreement:** Subject to annual fiscal appropriations, 62 O.S. 430.1 and applicable law, this agreement may not be terminated prior to the end of the original term in accordance with Oklahoma law.
- 13. Other Rights:** Customer agrees that JD YOUNG or its assignee's, failure to exercise any of their rights does not prevent them from exercising them at a later date.