

AGENDA
Board of Directors Regular Meeting
Tulsa County Conservation District
6660 S. Sheridan Rd. Suite 120
Tulsa, OK 74133
August 25, 2014 - 4:00 PM

1. Meeting called to order
2. Roll Call
3. Consider, Discuss, and Take possible action on the following agenda items:
4. Consideration of Consent Agenda:
 - A. Approval of Minutes from the July 17, 2014 Special Meeting
 - B. Approval of Financial Statements & District Budget for Period Ending July 2014
 - C. Review of TACF Financials for Period Ending July 2014
 - D. Approval of District Reimbursement Claims and Payment of Bills Owed by the District
 - E. Approval of District Employee Timesheet & Leave Records for the Month of July
 - F. Acceptance of Conservation Program Specialist Reports
 - G. Acceptance of District Conservationist Agency Report
 - H. Acceptance of NRCS Farm Bill performance worksheets
5. Consideration of and Possible Action on Items to be Removed Consent Agenda
6. Cost Share Program Year 15
7. Discussion and/or Possible Action on the Following District Operation Items:
 - A. John Beasley's Board Resignation letter
 - B. Board Position Elected Director Position #1
 - a) Vote to approve Zach Kilburn as new board member for Elected Director Position #1.
 - C. Fiscal Year 2014 Audit – Approve or decline bids from Kimberley Meyer and Anne Elfrink
 - D. Approve notice of public hearing for Long Range Plan for Board meeting in September 2014
 - E. Designate a new authorized district representative for State Cost-Share
 - F. Blue Thumb Conference
 - G. Cox/AT&T update
8. New Business:
9. Public Comments:
10. Adjourn:


Next regularly scheduled meeting is September 11, 2014 at the Tulsa County Conservation District Office: 6660 South Sheridan Rd, Suite 120 Tulsa, OK 74133.



Tulsa County Conservation District
5401 S. Sheridan Road, Suite 201 * Tulsa, Oklahoma 74145-7522
918-280-1595 Fax: 280-1594 E-Mail: Tulsaccd@conservation.ok.gov

STATEMENT OF APPROVAL OF MINUTES

I certify that the minutes of the meeting of the Tulsa County Conservation District Board of Directors held on August 25, 2014 were approved as written by a vote in the **Regular Meeting** of the Board of Directors held on September 18, 2014


Chair, Board of Directors

9/18/14
Date

Attest:



**Minutes
Tulsa County Conservation District
Regular Board Meeting**

Date: August 25, 2014

Time: 4:00 PM

Members Present:

Scott VanLoo, Vice Chairman
Roy Foster, Treasurer
Craig Thurmond, Member

Members Absent:

John Beasley, Chairman

Others Present:

Gabriel Parker, District Secretary

1. Meeting Called to Order:

Vice Chairman Scott VanLoo called the meeting to order at 4:10 PM. He noted this was a Special meeting and is held in compliance with the Open Meeting Act, Title 25 of the Oklahoma Statutes, Section 301 and following, as amended. Notice of this meeting is on file with the county clerk's office. The agenda for this meeting was posted on June 20, 2014 in the front window at 6660 S. Sheridan Rd. Suite 120. Tulsa, Oklahoma 74133.

Quarantine

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- 2. Roll Call**
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 - G. Acceptance of District Conservationist Agency Report**
 - H. Acceptance of NRCS Farm Bill performance worksheets**

After a brief discussion, Craig Thurmond made a motion to accept the consent agenda as presented. Roy Foster 2nd the motion. Scott VanLoo said that he wanted to take a further look at item 4B in the consent agenda before we moved on. Craig made a motion to accept all of the consent agenda except item 4B. Roy Foster 2nd the motion. Nays: None. The motion carries. Scott VanLoo said that he had a few questions about the bank accounts. He confirmed with Gabriel Parker that we had three accounts with Arvest

Bank. Gabriela confirmed. Scott then asked what account was the operating account. Gabriela advised Scott that the account ending in 6407 was our main operating account. She also said that the account ending in 6410 was the Special Projects and the account ending in 6423 was the Money Market account. Scott wanted to confirm that the amount in the operating account was \$5525.00. Gabriela said that the amount in the account as of 7/31/2014 was \$4660.00. Scott then asked what account was it that had the \$15,000. Gabriela and Roy Foster told Scott that he was looking that bank statement for the Tulsa Area Conservation Foundation. Scott VanLoo made a motion to accept consent agenda item 4B. Craig Thurmond 2nd the motion. Nays: None. The motion carries.

5. Consideration of and Possible Action on Items to be Removed Consent Agenda

6. Cost Share Program Year 15

Gabriel Parker informed the board that Tom Curtsinger had finished the pond practice and that he had received his reimbursement from the Oklahoma Conservation Commission. She said that James Adkins was waiting to get his earth moving permit from the City of Tulsa and she was not sure where the third participant, Jeffrey Tolle was in the process. She said that she had asked Freddy Trujillo about his status and said that he had not heard anything back from him. No further action needed to be taken.

7. Discussion and/or Possible Action on the Following District Operation Items:

A. John Beasley's Board Resignation letter

After a brief discussion, the board members decided to table this agenda item until the next meeting. Craig made a motion to table this item until the next meeting. Roy Foster 2nd the motion. Nays: None. The motion carries.

B. Board Position Elected Director Position #1

a) Vote to approve Zach Kilburn as new board member for Elected Director Position #1.

After a brief discussion, Craig made a motion to approve Zach Kilburn as a new member of the Tulsa County Conservation District Board. Roy Foster 2nd the motion. Nays: None. The motion carries. Gabriela did inform the board that she would need to have Zach fill out some paperwork, and that she would need to send it to OCC before he can participate in official board duties. OCC has to approve the appointment at their Commission meeting.

C. Fiscal Year 2014 Audit – Approve or decline bids from Kimberley Meyer and Anne Elfrink

Gabriel Parker reminded the board that the bid she received from Anne Elfrink for the full audit would cost \$3,500. Kimberley Meyer's bid for a full audit would cost \$900.00. Scott VanLoo made a motion to accept Kimberley Meyer's full audit bid. Roy Foster 2nd the motion. Nays: None. The motion carries.

D. Approve notice of public hearing for Long Range Plan for Board meeting in September 2014

Craig Thurmond had indicated that he would not be able to make the board meeting that has been scheduled for September 11, 2014 due to other schedule conflicts. He did say that he could make the meeting if it were held on September 18, 2014. Scott VanLoo made a motion to hold a public meeting for the Long Range Plan on September 18, 2014. Roy Foster 2nd the motion. Nays: None. The motion carries.

E. Designate a new authorized district representative for State Cost-Share

After a brief discussion, the board members decided to table this agenda item until the next meeting.

F. Blue Thumb Conference

Gabriel Parker said this was more of an FYI. John Beasley said that he would like to attend some portions of the conference but that was all that was said about it. No further action needed to be taken.

G. Cox/AT&T update

Gabriel Parker informed that board that we got the internet all squared away with Cox. However, she did have the 918-280-1595 reactivated with AT&T so Cox can start the process to port the number over. Once that is done they will come and set up the old number in the new office. No further action needed to be taken.

8. Public Comments:

Craig Thurmond wanted to say see how everyone thought about changing the meeting days to the third Thursday of the month. He said it would work out better for him on the third Thursday. Gabriel told the board that the only problem with that is getting the reimbursement claim out sooner. She said that she could talk to Lisa at OCC to see if we can send it out in the second week and then have it approved at the board meeting the following week. Other than that, there should not be a problem with changing the dates of the remaining meetings. Gabriel said that we could not take a vote on it until our next meeting and that she would add it as an agenda item. No further action needed to be taken.

- 9. Adjourn:** Scott VanLoo made a motion to adjourn the meeting, Craig Thurmond 2nd the motion. Nays: None. The motion carries.

Meeting was adjourned at 4:40 PM.

Next regularly scheduled meeting is September 11, 2014 at 4:00 PM at the Tulsa County Conservation District Office: 6660 South Sheridan Rd, Suite 120 Tulsa, OK 74133.

3:12 PM

08/08/14

Accrual Basis

Tulsa County Conservastion District
Profit & Loss
July 2014

	<u>Jul 14</u>
Income	
Administrative Income	0.41
OCC Reimbursements	2,371.01
Total Income	<u>2,371.42</u>
Expense	
Director Fees	75.00
Employee Benefits	116.68
Membership Fees	45.00
Payroll	2,519.01
Payroll Tax	724.98
Telephone and Internet	124.09
Travel	35.11
Total Expense	<u>3,639.87</u>
Net Income	<u><u>-1,268.45</u></u>

Tulsa County Conservation District

Profit & Loss Detail

July 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Income								
Administrative Income								
Deposit	7/31/2014		Arvest	Interest Pay...		Arvest Checki...	0.18	0.18
Deposit	7/31/2014		Arvest	Interest Pay...		Arvest Special...	0.02	0.20
Deposit	7/31/2014		Arvest	Interest Pay...		Arvest Money ...	0.21	0.41
Total Administrative Income							0.41	0.41
OCC Reimbursements								
Deposit	7/28/2014		OCC	Reimbursm...		Arvest Checki...	2,371.01	2,371.01
Total OCC Reimbursements							2,371.01	2,371.01
Total Income							2,371.42	2,371.42
Expense								
Director Fees								
Check	7/15/2014	8285	Scott VanLoo	4th Quarter D...		Arvest Checki...	50.00	50.00
Check	7/30/2014	8288	Michelle Barnett	4th Quarter D...		Arvest Checki...	25.00	75.00
Total Director Fees							75.00	75.00
Employee Benefits								
Check	7/2/2014	8292	OCC	July 2014 Pr...		Arvest Checki...	116.68	116.68
Total Employee Benefits							116.68	116.68
Membership Fees								
Check	7/9/2014	8290	Sam's Club	2015 Membe...		Arvest Checki...	45.00	45.00
Total Membership Fees							45.00	45.00
Payroll								
Check	7/1/2014	8291	Gabriel S Parker	June 16-30th...		Arvest Checki...	839.67	839.67
Check	7/16/2014	8294	Gabriel S Parker	July 1-15th P...		Arvest Checki...	839.67	1,679.34
Check	7/31/2014	8295	Gabriel S Parker	July 16th-31s...		Arvest Checki...	839.67	2,519.01
Total Payroll							2,519.01	2,519.01
Payroll Tax								
Check	7/10/2014		IRS	941 Tax Pay...		Arvest Checki...	572.16	572.16
Check	7/22/2014		Oklahoma Tax Com...	June 2014 P...		Arvest Checki...	75.00	647.16
Check	7/29/2014		Oklahoma Employ...	2nd Quarter ...		Arvest Checki...	77.82	724.98
Total Payroll Tax							724.98	724.98
Telephone and Internet								
Check	7/24/2014		AT&T	June 2014 P...		Arvest Checki...	124.09	124.09
Total Telephone and Internet							124.09	124.09

3:13 PM

08/08/14

Accrual Basis

Tulsa County Conservation District
Profit & Loss Detail
July 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Travel Check	7/18/2014	8293	Gabriel S Parker	June 2014 Mi...		Arvest Checki...	35.11	35.11
Total Travel							35.11	35.11
Total Expense							3,639.87	3,639.87
Net Income							-1,268.45	-1,268.45

ARVEST BANK
P O BOX 1670
LOWELL AR

72745

Page 1
Statement Date: 7-31-14
Account No:
002 555 142 E
Enclosures: 8

GET AS LOW AS 2.49% APR DURING OUR SUMMER LOAN SALE!

TULSA COUNTY CONSERVATION DISTRICT
6660 S SHERIDAN RD STE 120
TULSA OK 74133-1768

***** NON-PROFIT INTEREST CHECKING *****
142

Balance Last Statement	6-30-14	5,928.68
+Deposits/Credits	1	2,371.01
-Withdrawals/Debits	12	3,639.87
-Service Charge		.00
+Interest Paid		.18
Balance This Statement		4,660.00

***** DESCRIPTIVE TRANSACTIONS *****

Date	Tracer	Description	Amount
7-31	9990000000000001	INTEREST PMT	.18
***** ELECTRONIC ACTIVITY *****			
Date	Tracer	Description	Amount
7-10	191000000026271	IRS USATAXPYMT	572.16-
7-22	203000000100628	TULSA COUNTY CONSERVAT TAX PAYMENTS OK TAX PMT ATT Payment Tulsa Co Conservation	75.00- 124.09-
7-24	205000000178991		
7-28	209000000146212	VENDOR PAYMENTS MISC REIMB TULSA COUNTY CONSERVAT	2,371.01
7-29	210000000113855	EMPL SEC COMM EMPL SEC	77.82-

***** CHECKS PAID *****

Check No.	Date	Amount	Check No.	Date	Amount
8285	7-15	50.00	8292	7-02	116.68
8288*	7-30	25.00	8293	7-18	35.11
8290*	7-09	45.00	8294	7-16	839.67
8291	7-01	839.67	8295	7-31	839.67

***** INTEREST SUMMARY *****

Interest Paid this Year	1.17
Interest Withheld this Year	.00
Average Collected Balance	4,273.49

***** INTEREST RATE SUMMARY *****

Date	Rate	Date	Rate	Date	Rate
6-30	.050				

Continued on Next Page

TULSA COUNTY CONSERVATION DISTRICT

***** DAILY BALANCE SUMMARY *****					
Date	Balance	Date	Balance	Date	Balance
6-30	5928.68	7-01	5089.01	7-02	4972.33
7-09	4927.33	7-10	4355.17	7-15	4305.17
7-16	3465.50	7-18	3430.39	7-22	3355.39
7-24	3231.30	7-28	5602.31	7-29	5524.49
7-30	5499.49	7-31	4660.00		

End of Statement

ARVEST BANK
P O BOX 1670
LOWELL AR

72745

Page 1
Statement Date: 7-31-14
Account No:
002 555 142 E
Enclosures:

GET AS LOW AS 2.49% APR DURING OUR SUMMER LOAN SALE!

TULSA COUNTY CONSERVATION DISTRICT
6660 S SHERIDAN RD STE 120
TULSA OK 74133-1768

***** NON-PROFIT INTEREST CHECKING *****

Balance Last Statement	6-30-14	383.19	142
+Deposits/Credits		.00	
-Withdrawals/Debits		.00	
-Service Charge		.00	
+Interest Paid		.02	
Balance This Statement		383.21	

***** DESCRIPTIVE TRANSACTIONS *****

Date	Tracer	Description	Amount
7-31	9990000000000001	INTEREST PMT	.02

***** INTEREST SUMMARY *****

Interest Paid this Year	.08
Interest Withheld this Year	.00
Average Collected Balance	383.19

***** INTEREST RATE SUMMARY *****

Date	Rate	Date	Rate	Date	Rate
6-30	.050				

***** DAILY BALANCE SUMMARY *****

Date	Balance	Date	Balance	Date	Balance
6-30	383.19	7-31	383.21		

End of Statement

ARVEST BANK
P O BOX 1670
LOWELL AR

72745

Page 1
Statement Date: 7-31-14
Account No:
002 555 150 E
Enclosures:

GET AS LOW AS 2.49% APR DURING OUR SUMMER LOAN SALE!

TULSA COUNTY CONSERVATION DISTRICT
6660 S SHERIDAN RD STE 120
TULSA OK 74133-1768

```
***** BUSINESS MONEY MARKET *****
                                           150
Balance Last Statement    6-30-14          2,501.26
+Deposits/Credits                      .00
-Withdrawals/Debits                .00
-Service Charge                  .00
+Interest Paid                    .21
Balance This Statement          2,501.47
***** DESCRIPTIVE TRANSACTIONS *****
Date      Tracer      Description      Amount
7-31  9990000000000001  INTEREST PMT      .21
***** INTEREST SUMMARY *****
Interest Paid this Year          2.03
Interest Withheld this Year      .00
Average Collected Balance      2,501.26
***** INTEREST RATE SUMMARY *****
Date      Rate      Date      Rate      Date      Rate
6-30      .100
***** DAILY BALANCE SUMMARY *****
Date      Balance    Date      Balance    Date      Balance
6-30      2501.26    7-31      2501.47
```

End of Statement



Member FDIC
www.arvest.com

ARVEST BANK
P O BOX 1670
LOWELL AR

72745

Page 1

24-hour Account
Information: (877) 618-2648

Statement Date: 7-31-14

Account No:

Customer Service: (866) 952-9523

002 555 142

Enclosures:

GET AS LOW AS 2.49% APR DURING OUR SUMMER LOAN SALE!

*****AUTO**5-DIGIT 74133
15064 0.4570 AV 0.381 46 1 236



TULSA AREA CONSERVATION FOUNDATION
6660 S SHERIDAN RD STE 120
TULSA OK 74133-1768

Balance Last Statement	6-30-14	5,705.37
+Deposits/Credits		.00
-Withdrawals/Debits		.00
-Service Charge		.00
+Interest Paid		.24
Balance This Statement		5,705.61

***** DESCRIPTIVE TRANSACTIONS *****

Date	Tracer	Description	Amount
7-31	9990000000000001	INTEREST PMT	.24

***** INTEREST SUMMARY *****

Interest Paid this Year	1.68
Interest Withheld this Year	.00
Average Collected Balance	5,705.37

***** INTEREST RATE SUMMARY *****

Date	Rate	Date	Rate	Date	Rate
6-30	.050				

***** DAILY BALANCE SUMMARY *****

Date	Balance	Date	Balance	Date	Balance
6-30	5705.37	7-31	5705.61		

End of Statement



Member FDIC
www.arvest.com

ARVEST BANK
P O BOX 1670
LOWELL AR

72745

Page 1

24-hour Account
Information: (877) 618-2648

Statement Date: 7-31-14

Account No:

Customer Service: (866) 952-9523

002 555 150

Enclosures:

GET AS LOW AS 2.49% APR DURING OUR SUMMER LOAN SALE!

*****AUTO**5-DIGIT 74133
15065 0.4570 AV 0.381 46 1 237



TULSA AREA CONSERVATION FOUNDATION
6660 S SHERIDAN RD STE 120
TULSA OK 74133-1768

BUSINESS MONEY MARKET

150

Balance Last Statement	6-30-14	15,527.15
+Deposits/Credits		.00
-Withdrawals/Debits		.00
-Service Charge		.00
+Interest Paid		1.98
Balance This Statement		15,529.13

***** DESCRIPTIVE TRANSACTIONS *****

Date	Tracer	Description	Amount
7-31	9990000000000001	INTEREST PMT	1.98

***** INTEREST SUMMARY *****

Interest Paid this Year	13.53
Interest Withheld this Year	.00
Average Collected Balance	15,527.15

***** INTEREST RATE SUMMARY *****

Date	Rate	Date	Rate	Date	Rate
6-30	.150				

***** DAILY BALANCE SUMMARY *****

Date	Balance	Date	Balance	Date	Balance
6-30	15527.15	7-31	15529.13		

End of Statement

1:16 PM

07/28/14

Accrual Basis

Tulsa County Conservastion District
Profit & Loss Prev Year Comparison
 July 2013 through June 2014

	<u>Jul '13 - Jun 14</u>	<u>Jul '12 - Jun 13</u>	<u>\$ Change</u>	<u>% Change</u>
Income				
Administrative Income	10,250.20	0.00	10,250.20	100.0%
Aerials and Maps	136.00	0.00	136.00	100.0%
OCC Reimbursements	57,022.01	0.00	57,022.01	100.0%
Total Income	<u>67,408.21</u>	<u>0.00</u>	<u>67,408.21</u>	<u>100.0%</u>
Expense				
Advertising and Promotion	393.52	0.00	393.52	100.0%
Aministrative Expense	7,406.55	0.00	7,406.55	100.0%
Director Fees	875.00	0.00	875.00	100.0%
Employee Benefits	2,496.56	0.00	2,496.56	100.0%
Office Supplies	368.25	0.00	368.25	100.0%
Outreach Programs	62.99	0.00	62.99	100.0%
Payroll	37,449.67	0.00	37,449.67	100.0%
Payroll Tax	16,026.30	0.00	16,026.30	100.0%
Postage	61.65	0.00	61.65	100.0%
Professional Fees	917.35	0.00	917.35	100.0%
Telephone and Internet	1,488.28	0.00	1,488.28	100.0%
Travel	1,876.40	0.00	1,876.40	100.0%
Total Expense	<u>69,422.52</u>	<u>0.00</u>	<u>69,422.52</u>	<u>100.0%</u>
Net Income	<u>-2,014.31</u>	<u>0.00</u>	<u>-2,014.31</u>	<u>-100.0%</u>

**Oklahoma Employment Security Commission
Online Payment Report**

The Online Payment was processed successfully :

Payment Amount : **\$77.82**

Payment Submitted : **7/8/2014 10:31:35 AM**

UserId: **TulsaCCD918**

Account No.	Qtr	Year	Employer	Amount	Status	Confirmation No.	Scheduled Date	Processed Date
	02	2014	TULSA COUNTY CONSERVATION DIST	\$77.82	Pending	1402929493	7/25/2014 12:00:00 AM	-

Oklahoma Employment Security Commission

EMPLOYERS QUARTERLY CONTRIBUTION REPORT

Cashier: P O Box 52004 Oklahoma City, Ok 73152-2004

Your report has been received, **DO NOT** mail a copy of the Employers Quarterly Contribution Report with payment.

1. Employee SSN	Change Type	2. Last Name	First Name	Middle Name	3. Total Wages Paid	4. Taxable Wages Paid
					\$1,553.72	\$1,553.72
					\$6,228.00	\$6,228.00
REPORT TOTAL					\$7,781.72	\$7,781.72

14. Monthly count of all full and part-time workers who worked or received pay subject to unemployment insurance for the payroll period that includes the 12th of the month.

Month 1 Month 2 Month 3

15. Oklahoma Account Number:

16. Federal I.D. No:

17. Qtr / Yr:

2/2014

18. Due Date:

7/31/2014

19. Employer Name / Address

TULSA COUNTY CONSERVATION DIST

6660 S Sheridan Rd Ste 120

TULSA

OK

74135

-

Confirmation No.:

168C66F710

5. TOTAL WAGES PAID.....

\$7,781.72

6. TAXABLE WAGES PAID.....

\$7,781.72

7. Contribution Rate for This Quarter.....

1%

8. Contributions Due.....

\$77.82

9. Interest Due.....

\$0.00

10. 10% Penalty Due + \$100.00 Penalty Due.....

\$0.00

11. Debit.....

\$0.00

12. AMOUNT DUE.....

\$77.82

13. Amount Paid.....

I certify this report is correct and no contribution is paid by any employee

Contact Name: **Gabriel Parker**

Title: **District Secretary**

Contact Phone: **918-280-1595**

Date: **7/8/2014**

**CPS Report
August 2014**

Meetings:

8/8/2014 Environmental Education Committee Meeting

Special Events: None

Up Coming Events: None

Work Duties Performed:

- ❖ Assist with agenda and minutes for meetings
- ❖ Answer phones
- ❖ Long Range Plan
- ❖ Cost-Share Year 15 assistance
- ❖ Office Organization
- ❖ Community Outreach Coordinator Position Recruitment

Performance Worksheet/Operational Tasks

Use this form July 1, 2013 to June 30, 2014

Tulsa County

Conservation District:

July-14

Month & Year

Day of Month

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
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Conservation Planning

Customer service toolkit data entry																														
Conservation plan maintenance																														
Assemble plan components																														
Conducts on-site inspections																														
Provide practice check out services																														
Development of plan and soil maps																														
Other																														

Outreach for Farm Bill Programs

News Article Development																														
Outreach Activities																														
Assist with monthly outreach report																														
Public presentations																														
Success stories																														
Earth Team volunteer program																														
Assist with statewide media																														
Other																														

Administrative Assistance for Farm Bill Programs

Filing																														
Updating General Manual and FOTG																														
Receptionist																														
General office correspondence																														
Record of meeting minutes																														
Maintain office schedules																														
Maintain ledgers																														
Other																														

Farm Bill Contracting

Explain and promote farm bill programs																														
Local work group coordination																														
Complete program applications																														
Program application rankings																														
Compile and file applications																														
Prepare and mail form letters																														
Plan and contract development																														
Provide technical assistance																														
Update and maintain LTP-003																														

Other Farm Bill Activities (add as needed)

Office Organization																														
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Estimated number of hours all district staff worked this month assisting with Farm Bill delivery: 35 Hours

I certify that the above items as marked have been accomplished according to the terms of this agreement and meet with my full satisfaction:

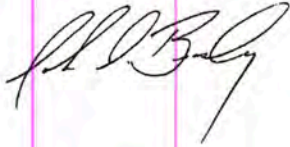
Conservation District Board Representative (Signature & Date)

NRCS District Conservationist (Signature & Date)

August 11, 2014

To the Board of Directors of Tulsa County Conservation District,

This letter is to inform you of my resignation as a Director of the Tulsa County Conservation District effective Thursday, August 14, 2014. My experiences have been invaluable in preparing for the next step in my professional development. My hope is to continue working with the Tulsa County Conservation District. I thank you all for your dedication and service to your community.

A handwritten signature in black ink, appearing to read 'J. D. Beasley', written in a cursive style.

John D. Beasley

Kimberlye R. Mayer, CPA, P.C.

735 West Doolin

Blackwell, OK 74631

(580) 363-1453

Fax (580) 363-0068

May 21, 2014

Tulsa County Conservation District
5401 S Sheridan, Ste 201
Tulsa, OK 74145-7522

We are pleased to confirm our understanding of the services we are to provide for Tulsa County Conservation District for the year ended June 30, 2014. We will audit the financial statements of the Tulsa County Conservation District as of and for the year ending June 30, 2014.

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Tulsa County Conservation District and other procedures we consider necessary to enable us to express such an opinion. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter paragraphs. If our opinion on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide a report (that does not include opinions) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. This report on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion of the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

We will also provide a report (that does not include opinions) on internal control related to the financial statements and compliance with laws, contracts, agreements, grants and regulations, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. This report will include a statement that the report is intended solely for the information and use of management and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist you with preparation of your financial statements and related notes. You are responsible for making all management decisions and

performing all management functions relating to the financial statements, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee the services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluation and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, changes in net assets, and cash flows in conformity with the modified cash basis of accounting.

Management is responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with: access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements; additional information that we may request for the purpose of the audit, and unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the organization involving management, employees who have significant roles in internal control, and others where the fraud or illegal acts could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the significant accounting estimates made by management, as well as evaluating the overall financial statements. We will plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or regulations that are attributable to the entity or acts by management or employees acting on behalf of the entity.

Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditor.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Tulsa County Conservation District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Audit Administration, Fees and Other

We understand that your employees will prepare all cash, contribution and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Kimberlye R. Mayer, CPA, P.C., and constitutes confidential information. However, we may be requested to make certain audit documentation

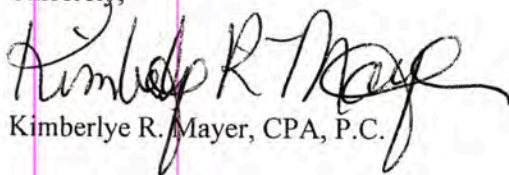
available to certain regulatory agencies pursuant to District given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Kimberlye R. Mayer CPA, P.C.'s personnel.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report, and any letter of comments. Our current peer review was enclosed in the prior year.

Our fee for this service will be \$985 plus an additional \$100 for the State Auditor's filing fee. This fee includes up to 10 copies of the audit report. Our fee will be billed as work progresses and invoices will be payable upon presentation. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If the above terms are acceptable to you and the services outlined are in accordance with your requirements, please sign the copy of this letter in the space provided and return it to us.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimberlye R. Mayer". The signature is fluid and cursive, with the first name being the most prominent.

Kimberlye R. Mayer, CPA, P.C.

The terms and services described in the foregoing letter are in accordance with our requirements and are acceptable to us.

TULSA COUNTY CONSERVATION DISTRICT

Signed: _____

Title: _____

Date: _____

Anne Marie Elfrink, MS, CPA

Member of the AICPA, OSCP, and GFOA

3119 E 87th Street
Tulsa, Oklahoma 74137

Anne.Elfrink@CPA.com

918-361-2133
Fax: 918-512-4280

July 1, 2014

To the Board of Trustees and Gabrielael Parker
Tulsa County Conservation District
6660 S Sheridan Road, Suite 120
Tulsa, OK 74133

I am pleased to confirm our understanding of the services we are to provide to Tulsa County Conservation District for the Year ended June 30, 2014. I will audit the financial statements – cash basis of the Tulsa County Conservation District as of and for the year ended June 30, 2013.

Audit Objectives

The objective of my audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with a cash basis of accounting, which is a special purpose framework other than accounting principles generally accepted in the United States of America. My audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Tulsa County Conservation District and other procedures I consider necessary to enable me to express an opinion. I will issue a written report upon completion of our audit of the Tulsa County Conservation District's financial statements. My report will be addressed to management and the governing board of the Tulsa County Conservation District. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions on the financial statements are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express an opinion or issue reports, or may withdraw from this engagement.

I will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during my audit I become aware that the Tulsa County Conservation District is subject to an audit requirement that is not encompassed in the terms of this engagement, I will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. As part of the audit, I will assist with preparation of your financial statements and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services I provide. You will be required to acknowledge in the management representation letter my assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that I may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to me in the written representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that I report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for me previous financial

audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential, and of any material abuse that comes to my attention. My responsibility as auditor is limited to the period covered by my audit and does not extend to later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

My audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements

resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the Tulsa County Conservation District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

I may from time to time, and depending on the circumstances, use third-party service providers in serving your account. I may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, I will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and I will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, I will remain responsible for the work provided by any such third-party service providers.

I understand that your employees will prepare all cash or other confirmations I request and will locate any documents selected by me for testing.

I will provide copies of my reports to the Tulsa County Conservation District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Anne Marie Elfrink, CPA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oklahoma State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anne Marie Elfrink, CPA's personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector.

If I am aware that a federal awarding agency or auditee is contesting an audit finding, I will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

I expect to begin my audit on approximately August 1, 2014 and to issue my reports no later than November 30, 2014. Anne Elfrink is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

My fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that I agree that my gross fee, including expenses, will not exceed \$3,500. My standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. My invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with my firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report. You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

We appreciate the opportunity to be of service to the Tulsa County Conservation District and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to me.

Very truly yours,



Anne Marie Elfrink, MS, CPA

RESPONSE:

This letter correctly sets forth the understanding of The Tulsa County Conservation District.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

**NOTICE OF PUBLIC MEETING
FOR REVIEW OF LONG RANGE PLAN**

TO ALL PERSONS INTERESTED:

Notice is hereby given that a public meeting will be held by the _____
Conservation District on the _____ day of _____, 20 _____
beginning at _____ (am/pm) located at _____
to review the Long Range Plan of said conservation district. All residents of the district are
invited to attend.

Chairman, Board of Directors

ATTEST: District Secretary

Registration Form

Registration fee includes meals, snacks and
OBTA one year membership!

Name: _____

Phone: _____

Email: _____

- A) Full conference registration \$45
(Current OBTA members \$30)
- B) Friday only \$25
(Current OBTA members \$15)
- C) Saturday only \$25
(Current OBTA members \$15)
- D) Kayak rental Friday \$10

My monitoring team will set up an exhibit:
yes no

Arcadia Lake Camping - (405) 216-7470

Hotel: Super 8 Hotel Frontier City, 11935 S I-35
Service Rd. Oklahoma City, OK 73149 (405) 478-
8288 (mention Blue Thumb Conference for the
rate of \$49.99 per night, breakfast included)

I would like to register _____ people for
conference option _____ for \$ _____. I would like
to reserve _____ kayaks on Friday for an additional
\$10 each.

Total Due \$ _____

I am a current OBTA member: Yes No

Return your registration form no later than
September 8, 2014 with your check made out to
OBTA (sorry we cannot accept credit cards) to:

Jeri Fleming

Oklahoma Conservation Commission

4545 N. Lincoln Blvd. Ste 11A

Oklahoma City, OK 73105

Questions call Jeri at 405-334-6343



**Come to the Thumbs Up! Celebration and
Conference and discover the value of
volunteerism!**

The Oklahoma Blue Thumb water quality
education program supports volunteers who
perform stream monitoring, groundwater
screening, and nonpoint source pollution
prevention education. Attending conferences
such as this strengthens volunteers and friends
of Blue Thumb as they go forth to protect our
streams and rivers.

Our agenda should be appealing not only to
adults, but also middle-school through college
age students. For special student rates, please
contact Cheryl Cheadle at 918-398-1804 or
cheryl.cheadle@conservation.ok.gov.



**Thumbs Up!
for Blue Thumb
Volunteers!**

Conference and Celebration

September 19 ~ 20, 2014

Lake Arcadia Wildlife
Conservation Education Center
N. Midwest Blvd.
Edmond, Oklahoma 73007



Thumbs Up! for Blue Thumb Volunteers!

The Celebration Continues!

Last November, we celebrated the beginning of volunteer stream monitoring 20 years ago with an event at the Oklahoma Aquarium on November 9. The celebration continues as we acknowledge the time, work and commitment of our many volunteers who are at work in central Oklahoma. Data collection began in the Oklahoma City area in 1994!

Join us for both a volunteer conference and a celebration of the power of volunteers to make a difference!

Volunteers—Tell Your Story!

If you have been monitoring with Blue Thumb for at least a year, you and your team qualify to set up a Blue Thumb Exhibit! Take time to showcase your stream and your efforts to protect it. Who knows, another volunteer might get some great ideas from you!

Exhibit set up will be between 1:00 and 2:00 p.m. on Friday, with the exhibit showcase taking place between 2:00 and 6:30. Volunteers staying for the following day's activities are encouraged to leave their exhibits in place.

There is no additional cost to setting up an exhibit, but we must know in advance. Be sure to call, email, or to check the exhibit box on the registration.



Conference Overview

Friday, September 19

- 1:00 to 6:00 p.m.—Registration
- 2:00 to 4:00 kayaking (\$10 each)
- 2:00 to 6:30—Volunteer Exhibits
- 2:00 to 3:30—What Can Blue Thumb Do for You?
- (Workshop for conservation district staff and directors.)
- 6:30 p.m. Welcome and Mingling
- 7:00 Dinner and Recognition (meal provided)
- 7:45 "Changes and Challenges: Being a Stream in the 21st Century"



Saturday, September 20

- 8:00 to 8:30 a.m. Registration
- 7:45 to 8:45 Choice of Nature Hike or Bird Watching, or neither
- 9:15 Rainfall Simulator
- 10:45 Street Cars, Rivers, and Pork Barrel: How Unplanned Development Changed Oklahoma History
- 11:45 Lunch and Winners of the Video Contest! (meal provided)
- 1:00 Bob has a Blue Thumb
- 1:45 Technology Alert!
- 2:15 BREAK
- 2:30 On Being a Steward...The Heart of Protection
- 4:00 p.m. Oklahoma Blue Thumb Association general membership meeting and election of board members

Thumbs Up! for Blue Thumb Volunteers!

Oklahoma Blue Thumb Association (OBTA)

The Oklahoma Blue Thumb Association is a tax-exempt non-profit association that was organized in 2013 to help support the Blue Thumb program and its volunteers. Its mission is to promote clean and healthy water ecosystems in Oklahoma, with an emphasis on fishable and wadeable streams and rivers, through education, stewardship, and public outreach.

The OBTA will hold its first annual general membership meeting for 2014-2015 at the end of the conference. The purpose of the meeting is to elect board members and to share its goals and vision with its members. Additionally, the board would like to hear from you, its members to gain insight on what members want and need from their organization. If you are not already a member, you will become one with your paid conference registration, so plan to attend!

Directions to Lake Arcadia Wildlife Conservation Education Center - From I-35 take E. Memorial Road exit and head east to N. Midwest Blvd, turn left (north) and follow road to end and turn right at the gate.





What Can Blue Thumb Do for YOU?



Mini-Workshop for Conservation District staff members and
directors

2:00 p.m. to 3:30 p.m. Friday, September 19, 2014

Oklahoma Department of Wildlife Conservation

Education Center—Lake Arcadia (Edmond)



The Blue Thumb Program, working with the Oklahoma Blue Thumb Association non-profit group, is holding a conference and Blue Thumb celebration on September 19 & 20, 2014. Conservation district staff members and directors are encouraged to attend a workshop to help you learn just what Blue Thumb can do in your conservation district. The workshop is free and will be held as a part of the conference. Staff members and/or directors who also want to stay for the evening festivities, including dinner, will be charged \$15 each. Districts that are lifetime members of the Oklahoma Blue Thumb Association pay \$10 each. Individuals who want to attend the workshop and then stay for all of the conference and celebration (includes Saturday activities and lunch) pay \$25 each or \$15 each respectively.

Directions to the ODWC education center can be found in the enclosed brochure, as can other information about the conference and celebration. Contact me please, with any questions.

Cheryl Cheadle, 918-398-1804 cheryl.cheadle@conservation.ok.gov

**Cox Business Online Backup
Software License Agreement and Terms of Use
Version 1 (Effective December, 2009)**

IMPORTANT INFORMATION – READ CAREFULLY BEFORE ACCEPTING

Cox Business Online Backup ("the Service") is offered by Cox utilizing the software of a third party, Decho Corporation, a Delaware corporation headquartered in Utah. In addition to this Software Agreement and Terms of Use ("the Terms"), you and other Users (as defined below) are also bound by the Cox Business Acceptable Use Policy which can be found at <http://ww2.cox.com/aboutus/policies/business-policies.cox>. The rights and obligations in this Software License Agreement and Terms of Use ("Agreement") commence on the date the Service is first activated, or the Client Software (as defined below) is made available for download, whichever occurs first.

1. Client Software License Terms

A "User" is defined as a person who downloads the Cox-provided Decho (Mozy-branded) software (the "Client Software"), or a person who uses functionality in the Service regardless of whether the Client Software has also been downloaded by that person. The Client Software is part of the Service. This Agreement governs Users' use of the Service and Client Software unless (a) Cox agrees otherwise in writing, or (b) a third party licensor's terms and conditions take precedence. Cox is authorized by Decho to license the Client Software to Users.

By installing or using the Client Software, or granting access for other Users to download the Client Software, you acknowledge that

- (i) these Terms govern both your use of the Services and the use by those persons to which you have granted access; and
- (ii) you are authorized to install this Client Software or you are authorized to grant access to other Users to download the Client Software.

A. License Grant. The License rights granted herein as to the Client Software commence on the date Cox makes the Client Software available for electronic download. Subject to User's compliance with the Terms, Cox grants to User a non-exclusive License (with no right to sublicense) to install and execute copies of the Client Software (in executable code form only) on User's computers and only for the purpose of accessing and using the Service. The Client Software is made available to User only for commercial use, which use must be in compliance with all applicable laws, rules and regulations and must not infringe or violate third party rights. Any updates, patches and new versions of the Client Software shall be subject to these Terms.

B. Ownership and Restrictions. User acknowledges that Decho owns all rights in the Client Software, including without limitation all Intellectual Property Rights. Except for the License granted in this Agreement, all rights in the Client Software are reserved. There are no implied Licenses granted. The Client Software and its structure, organization, source code, and Documentation contain valuable trade secrets of Decho and its licensors, and accordingly User agrees not to (and agrees not to allow third parties to)

- (1) sublicense, lease, rent, loan, transfer, or distribute the Client Software or any derivative thereof to any third party,

- (2) modify, adapt, translate, or prepare derivative works from the Client Software,
- (3) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Client Software,
- (4) extract portions of the Client Software's files for use in other applications, or
- (5) remove, obscure, or alter any Trademarks of Cox or Decho or copyright or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Client Software.

C. Audit. Upon reasonable belief that a User may have violated the license restrictions as set forth in Section B (Ownership and Restrictions) of these Terms, Cox may audit (or authorize Decho to audit) the User's usage of the Client Software to confirm compliance with Section B above. Should such audit indicate that the User's use of the Client Software violates the license restrictions in Section B above, Cox or Decho may seek damages from User resulting from User's misuse of the Client Software.

D. Software Warranty. THE SOFTWARE IS PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. COX AND ITS SUPPLIERS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SOFTWARE. The Client Software is not intended for use in connection with any nuclear, aviation, mass transit, or other inherently dangerous applications that could result in death, personal injury, catastrophic damage or mass destruction. In addition, as with all data storage, there is a possibility that the Stored Data could be unavailable from time to time. Therefore, the Service should not be used in connection with any healthcare applications where there is an immediate need for access to backed up files or where the unavailability of data could result in death or injury. The Service should not be the sole location for storage of any medical records or information. COX AND ITS SUPPLIERS SHALL HAVE NO LIABILITY OF ANY NATURE IF USER USES THE SOFTWARE IN CONNECTION WITH SUCH ACTIVITIES.

E. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL COX OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SOFTWARE, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF COX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. General Terms Relating to the Service

A. The Service is intended to be used for as a file backup service, and for storing data that is not copyrighted by third parties unless authorized ("Stored Data"). Users are prohibited from using the Service to store unauthorized copyrighted material owned by others such as music, movies and television programming.

B. Commercially reasonable efforts to prevent the loss or corruption of the Stored Data have been made,

but Cox cannot guarantee that loss or corruption will not occur. Users agree that no liability for loss can be asserted against Cox or its suppliers, as more fully detailed below. If the Stored Data is corrupted or lost as a result of the acts of Cox or its suppliers, we will make commercially reasonable efforts to recover the Stored Data. Users should not rely on any single source for preserving data important to Users. Neither Cox nor its suppliers assumes any responsibility, other than as set forth in this Agreement, for loss of Stored Data.

C. Apple Mac and Linux users cannot access the Client Software portion of the Service at this time.

D. Any persons who is a MyAccount administrator will be able to view Stored Data.

E. When a User removes files from their Backup Data Sets within the Service those files will not be backed up in the future. However, previous backups of those files will continue to be stored and accessible for thirty days from the date of each occurrence of each file backup. After thirty days the files are deleted and not retrievable.

F. When a MyAccount administrator blocks a User's access to the Service by resetting the User's MyAccount password, the administrator may still view the previously backed up files. However, if the MyAccount administrator removes the Service entirely from the User's MyAccount profile, neither the administrator nor User will be able to view the previously backed up files. If the MyAccount administrator removes the User from MyAccount, the administrator will not be able to view the previously backed up files. If all Cox Business services are canceled, there is no access to the Service or previously backed up files and the User will lose access to all previously backed up files and to all MyAccount services. Each file in the Stored Data will continue to be held for thirty (30) days from the date of the last backup of that file, and after thirty days is deleted. Users are responsible for transferring or backing up their Stored Data to another location prior to canceling Cox Business services.

G. Cox may use Users' email addresses to correspond regarding support and administration purposes relating to the Service, including informing Users about upgrades, features and other issues directly related to the Service. Cox may also use Users' email addresses as required by law or to enforce this Agreement. Cox will not sell email addresses to third parties or send unsolicited electronic mail except about Cox Business services.

H. Cox may suspend or discontinue offering the Service at any time upon prior notice. If Cox discontinues the Service, Cox will provide a reasonable period of time for Users to restore and transition their Stored Data to another party.

3. Acceptable Use of the Service

A. When using the Service, Users are prohibited from engaging in certain activities which include, but are not limited to, those described in this Agreement. If Users engage in any of the prohibited activities described below Cox, or its suppliers may, in its sole discretion and without notice to Users, immediately

(1) restrict or block access to the Service via MyAccount without compensation, which will also block access to other MyAccount services,

(2) block, filter or remove Stored Data, or

(3) involve law enforcement agencies. The foregoing applies notwithstanding any language or term to

the contrary contained in any other agreement Users may have with Cox.

B. The Cox Business customer utilizing the Service is responsible for use of the Service by its Users. While using the Service, Users are prohibited from any activities that involve posting, uploading, reproducing, distributing or otherwise transmitting information or materials where such activity constitutes a criminal offense or from otherwise engaging in or assisting others to engage in any prohibited activity including, but not limited to, those offenses listed below:

- Conduct, participate in, or otherwise facilitate pyramid or other illegal soliciting schemes.
- Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- Invade another person's privacy; stalk, harass, or otherwise violate the rights of others.
- Transmit or disseminate content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable.
- Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the Service, including, without limitation, by transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot, or other harmful feature.
- Collect or store personal data about other users without authorization.
- Violate any other Cox Business policy.

C. While using the Service, in addition to those prohibited activities outlined above, Users are prohibited from performing any activities that involve uploading, reproducing, distributing or otherwise transmitting information or materials where such activity gives rise to civil liability or from otherwise violating the rights or assisting others to violate the rights of Cox or any third party, including, but not limited to, the violations listed below: - Copyright infringement - Trademark infringement - Patent infringement - Misappropriation of trade secrets - Defamation

D. While using the Service, in addition to those activities outlined above, Users are prohibited from engaging in or assisting others to engage in any activity that, in Cox's sole judgment,

- (1) disrupts or threatens the integrity, operation or security of the Service or any computer or Internet system,
- (2) elicits complaints from other Service Users, other Internet Users or Internet service providers,
- (3) is contrary to any law, regulation or public policy, or
- (4) is otherwise reasonably considered to be objectionable.

Examples of such prohibited activity include, but are not limited to:

- Obstructing or bypassing computer identification of security mechanisms or procedures
- Engaging in unauthorized computer or network trespass
- Engaging in denial of service attacks
- Engaging in any activity which could cause loss or degradation of service to Cox's Users or other Internet Users
- Uploading, reproducing, distributing or otherwise transmitting any data, information or software that constitutes a virus, trojan horse, worm or other harmful, disruptive or controlling component
- Uploading, reproducing, distributing or otherwise transmitting any material that would reasonably be considered as illegal pornography or sexual material
- Exporting software or other data outside of the U.S. in contravention of applicable export control legislation
- Uploading, reproducing, distributing, otherwise transmitting, or collecting responses from unauthorized or unsolicited duplicative e-mail messages, junk or bulk e-mail messages, chain

letters, newsgroup postings or other "spam" (Cox reserves the right to determine, in its sole discretion, whether a message constitutes "spam")

E. Administrators and Users are solely responsible for allowing access to the Stored Data. Cox reserves the right, in our sole judgment, to block the sharing of Stored Data, or suspend or disable access to the Service if we receive notice of a possible violation of copyright or other law. F. Cox reserves the right to modify this Software License Agreement and Terms of Use at any time. Cox does not assume liability to Users or any other party for failure to enforce these Terms of Use.

4. Online Backup Service Disclaimer of Warranties, Limitation of Liability and Indemnity.

THE SERVICE IS PROVIDED TO USERS "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER COX, NOR ITS AFFILIATES OR ANY OF ITS SUPPLIERS OR LICENSORS, EMPLOYEES OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. COX MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES:

- (1) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE;
- (2) REGARDING SECURITY, THE TYPE OF ENCRYPTION EMPLOYED BY THE SERVICE AND THE INTEGRITY OF ANY DATA THAT IS BACKED UP OR STORED;
- (3) THAT ANY STORED DATA OR ANY FILES SENT BY OR TO USERS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY EXCLUDED AND DISCLAIMED. COX AND ITS EMPLOYEES, REPRESENTATIVES, AGENTS AND SUPPLIERS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES, ARISING DIRECTLY OR INDIRECTLY, FROM THE INSTALLATION OR USE OF, THE SOFTWARE FOR THE SERVICE, UNAUTHORIZED ACCESS TO THE STORED DATA BY OTHERS, OR COX'S PROVISION OF TECHNICAL SERVICE AND SUPPORT FOR THE SERVICE INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR DAMAGES, REGARDLESS OF WHETHER OR NOT COX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, COX'S CUMULATIVE LIABILITY TO USERS FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID FOR THE SERVICE DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD OR \$500, WHICHEVER IS GREATER. USERS HEREBY RELEASE COX AND ITS SUPPLIERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. COX IS ALSO NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM OR RELATED TO USERS' BREACH OF THIS AGREEMENT.

A User's sole and exclusive remedies under this Agreement are as expressly set forth herein. Some states do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply to some Users. By using the Service, Users agree to indemnify, and hold Cox, its parents, subsidiaries, members, affiliates, officers and employees, harmless from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by Cox or any third party due to or arising out of Users' use of the Service. Cox will notify Users within a reasonable period of time of any third party claim for which Cox seeks indemnification and will afford Users the opportunity to participate in the defense of such claim, provided that their participation will not be conducted in a manner prejudicial to Cox's interests, as reasonably determined by Cox.

5. Privacy Statement

A. The following supplements the terms of Cox Business Privacy Policy available online at <http://ww2.cox.com/aboutus/policies/business-policies.cox>. Both these terms and those posted at the above location are subject to change.

B. Unless required by US law or to protect the Cox or Decho networks, neither Cox nor Decho will access, view, or examine Stored Data; provided, however, that Stored Data may be subject to disclosure under subpoena or other legal process. In such cases, Cox may be prohibited by law from informing Users of this disclosure. Cox and Decho may capture and use data concerning the date and time of each access to the Stored Data, the applicable email address, and the amount of Stored Data. C. Cox reserves the right to disclose any Stored Data and to disclose any other or further information in Cox's possession about Users or their conduct, or the conduct of third parties accessing Stored Data, in the event of a legal action arising from Stored Data.

**Cox Business Online Backup
Software License Agreement and Terms of Use
Version 1 (Effective December, 2009)**

IMPORTANT INFORMATION – READ CAREFULLY BEFORE ACCEPTING

Cox Business Online Backup ("the Service") is offered by Cox utilizing the software of a third party, Decho Corporation, a Delaware corporation headquartered in Utah. In addition to this Software Agreement and Terms of Use ("the Terms"), you and other Users (as defined below) are also bound by the Cox Business Acceptable Use Policy which can be found at <http://ww2.cox.com/aboutus/policies/business-policies.cox>. The rights and obligations in this Software License Agreement and Terms of Use ("Agreement") commence on the date the Service is first activated, or the Client Software (as defined below) is made available for download, whichever occurs first.

1. Client Software License Terms

A "User" is defined as a person who downloads the Cox-provided Decho (Mozy-branded) software (the "Client Software"), or a person who uses functionality in the Service regardless of whether the Client Software has also been downloaded by that person. The Client Software is part of the Service. This Agreement governs Users' use of the Service and Client Software unless (a) Cox agrees otherwise in writing, or (b) a third party licensor's terms and conditions take precedence. Cox is authorized by Decho to license the Client Software to Users.

By installing or using the Client Software, or granting access for other Users to download the Client Software, you acknowledge that

- (i) these Terms govern both your use of the Services and the use by those persons to which you have granted access; and
- (ii) you are authorized to install this Client Software or you are authorized to grant access to other Users to download the Client Software.

A. License Grant. The License rights granted herein as to the Client Software commence on the date Cox makes the Client Software available for electronic download. Subject to User's compliance with the Terms, Cox grants to User a non-exclusive License (with no right to sublicense) to install and execute copies of the Client Software (in executable code form only) on User's computers and only for the purpose of accessing and using the Service. The Client Software is made available to User only for commercial use, which use must be in compliance with all applicable laws, rules and regulations and must not infringe or violate third party rights. Any updates, patches and new versions of the Client Software shall be subject to these Terms.

B. Ownership and Restrictions. User acknowledges that Decho owns all rights in the Client Software, including without limitation all Intellectual Property Rights. Except for the License granted in this Agreement, all rights in the Client Software are reserved. There are no implied Licenses granted. The Client Software and its structure, organization, source code, and Documentation contain valuable trade secrets of Decho and its licensors, and accordingly User agrees not to (and agrees not to allow third parties to)

- (1) sublicense, lease, rent, loan, transfer, or distribute the Client Software or any derivative thereof to any third party,

- (2) modify, adapt, translate, or prepare derivative works from the Client Software,
- (3) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Client Software,
- (4) extract portions of the Client Software's files for use in other applications, or
- (5) remove, obscure, or alter any Trademarks of Cox or Decho or copyright or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Client Software.

C. Audit. Upon reasonable belief that a User may have violated the license restrictions as set forth in Section B (Ownership and Restrictions) of these Terms, Cox may audit (or authorize Decho to audit) the User's usage of the Client Software to confirm compliance with Section B above. Should such audit indicate that the User's use of the Client Software violates the license restrictions in Section B above, Cox or Decho may seek damages from User resulting from User's misuse of the Client Software.

D. Software Warranty. THE SOFTWARE IS PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. COX AND ITS SUPPLIERS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SOFTWARE. The Client Software is not intended for use in connection with any nuclear, aviation, mass transit, or other inherently dangerous applications that could result in death, personal injury, catastrophic damage or mass destruction. In addition, as with all data storage, there is a possibility that the Stored Data could be unavailable from time to time. Therefore, the Service should not be used in connection with any healthcare applications where there is an immediate need for access to backed up files or where the unavailability of data could result in death or injury. The Service should not be the sole location for storage of any medical records or information. COX AND ITS SUPPLIERS SHALL HAVE NO LIABILITY OF ANY NATURE IF USER USES THE SOFTWARE IN CONNECTION WITH SUCH ACTIVITIES.

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H. Cox may suspend or discontinue offering the Service at any time upon prior notice. If Cox discontinues the Service, Cox will provide a reasonable period of time for Users to restore and transition their Stored Data to another party.

3. Acceptable Use of the Service

A. When using the Service, Users are prohibited from engaging in certain activities which include, but are not limited to, those described in this Agreement. If Users engage in any of the prohibited activities described below Cox, or its suppliers may, in its sole discretion and without notice to Users, immediately

(1) restrict or block access to the Service via MyAccount without compensation, which will also block access to other MyAccount services,

(2) block, filter or remove Stored Data, or

(3) involve law enforcement agencies. The foregoing applies notwithstanding any language or term to

the contrary contained in any other agreement Users may have with Cox.

B. The Cox Business customer utilizing the Service is responsible for use of the Service by its Users. While using the Service, Users are prohibited from any activities that involve posting, uploading, reproducing, distributing or otherwise transmitting information or materials where such activity constitutes a criminal offense or from otherwise engaging in or assisting others to engage in any prohibited activity including, but not limited to, those offenses listed below:

- Conduct, participate in, or otherwise facilitate pyramid or other illegal soliciting schemes.
- Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- Invade another person's privacy; stalk, harass, or otherwise violate the rights of others.
- Transmit or disseminate content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable.
- Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the Service, including, without limitation, by transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot, or other harmful feature.
- Collect or store personal data about other users without authorization.
- Violate any other Cox Business policy.

C. While using the Service, in addition to those prohibited activities outlined above, Users are prohibited from performing any activities that involve uploading, reproducing, distributing or otherwise transmitting information or materials where such activity gives rise to civil liability or from otherwise violating the rights or assisting others to violate the rights of Cox or any third party, including, but not limited to, the violations listed below: - Copyright infringement - Trademark infringement - Patent infringement - Misappropriation of trade secrets - Defamation

D. While using the Service, in addition to those activities outlined above, Users are prohibited from engaging in or assisting others to engage in any activity that, in Cox's sole judgment,

- (1) disrupts or threatens the integrity, operation or security of the Service or any computer or Internet system,
- (2) elicits complaints from other Service Users, other Internet Users or Internet service providers,
- (3) is contrary to any law, regulation or public policy, or
- (4) is otherwise reasonably considered to be objectionable.

Examples of such prohibited activity include, but are not limited to:

- Obstructing or bypassing computer identification of security mechanisms or procedures
- Engaging in unauthorized computer or network trespass
- Engaging in denial of service attacks
- Engaging in any activity which could cause loss or degradation of service to Cox's Users or other Internet Users
- Uploading, reproducing, distributing or otherwise transmitting any data, information or software that constitutes a virus, trojan horse, worm or other harmful, disruptive or controlling component
- Uploading, reproducing, distributing or otherwise transmitting any material that would reasonably be considered as illegal pornography or sexual material
- Exporting software or other data outside of the U.S. in contravention of applicable export control legislation
- Uploading, reproducing, distributing, otherwise transmitting, or collecting responses from unauthorized or unsolicited duplicative e-mail messages, junk or bulk e-mail messages, chain

letters, newsgroup postings or other "spam" (Cox reserves the right to determine, in its sole discretion, whether a message constitutes "spam")

E. Administrators and Users are solely responsible for allowing access to the Stored Data. Cox reserves the right, in our sole judgment, to block the sharing of Stored Data, or suspend or disable access to the Service if we receive notice of a possible violation of copyright or other law. F. Cox reserves the right to modify this Software License Agreement and Terms of Use at any time. Cox does not assume liability to Users or any other party for failure to enforce these Terms of Use.

4. Online Backup Service Disclaimer of Warranties, Limitation of Liability and Indemnity.

THE SERVICE IS PROVIDED TO USERS "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER COX, NOR ITS AFFILIATES OR ANY OF ITS SUPPLIERS OR LICENSORS, EMPLOYEES OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. COX MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES:

- (1) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE;
- (2) REGARDING SECURITY, THE TYPE OF ENCRYPTION EMPLOYED BY THE SERVICE AND THE INTEGRITY OF ANY DATA THAT IS BACKED UP OR STORED;
- (3) THAT ANY STORED DATA OR ANY FILES SENT BY OR TO USERS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY EXCLUDED AND DISCLAIMED. COX AND ITS EMPLOYEES, REPRESENTATIVES, AGENTS AND SUPPLIERS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES, ARISING DIRECTLY OR INDIRECTLY, FROM THE INSTALLATION OR USE OF, THE SOFTWARE FOR THE SERVICE, UNAUTHORIZED ACCESS TO THE STORED DATA BY OTHERS, OR COX'S PROVISION OF TECHNICAL SERVICE AND SUPPORT FOR THE SERVICE INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR DAMAGES, REGARDLESS OF WHETHER OR NOT COX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, COX'S CUMULATIVE LIABILITY TO USERS FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID FOR THE SERVICE DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD OR \$500, WHICHEVER IS GREATER. USERS HEREBY RELEASE COX AND ITS SUPPLIERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. COX IS ALSO NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM OR RELATED TO USERS' BREACH OF THIS AGREEMENT.

A User's sole and exclusive remedies under this Agreement are as expressly set forth herein. Some states do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply to some Users. By using the Service, Users agree to indemnify, and hold Cox, its parents, subsidiaries, members, affiliates, officers and employees, harmless from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by Cox or any third party due to or arising out of Users' use of the Service. Cox will notify Users within a reasonable period of time of any third party claim for which Cox seeks indemnification and will afford Users the opportunity to participate in the defense of such claim, provided that their participation will not be conducted in a manner prejudicial to Cox's interests, as reasonably determined by Cox.

5. Privacy Statement

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B. Unless required by US law or to protect the Cox or Decho networks, neither Cox nor Decho will access, view, or examine Stored Data; provided, however, that Stored Data may be subject to disclosure under subpoena or other legal process. In such cases, Cox may be prohibited by law from informing Users of this disclosure. Cox and Decho may capture and use data concerning the date and time of each access to the Stored Data, the applicable email address, and the amount of Stored Data. C. Cox reserves the right to disclose any Stored Data and to disclose any other or further information in Cox's possession about Users or their conduct, or the conduct of third parties accessing Stored Data, in the event of a legal action arising from Stored Data.