

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE March 01, 2010 AGENDA

DEPARTMENT: Treasurer REQUESTED BY: Donna Lovelace

REQUISITION NO.: 11004828 REQUISITION SHEET ATTACHED: YES N/A

NAME OF FUNDS: Treasurer Mortgage Fee Fund

FUND NUMBERS: 1140 / 1500 / 55350

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? YES NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 1

AGENDA ITEM READS AS FOLLOWS: Contract to lease Neopost IJ 90 Mail Machine and scale with in-motion weighing

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)


ASSISTANT DISTRICT ATTORNEY

2/12/2010
COUNTY ENGINEER


PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: YES N/A

COUNTY CLERK: YES N/A

Indicate any privacy-protected information that exists _____

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____ APPROVED BY: _____

CHAIRMAN

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 02/09/2010

COUNTY DEPARTMENT MAKING REQUEST: Treasurer

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Approve contract to lease mail machine from Summit Mailing

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

Forrest "Bates" Freeman
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 2/12/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED
FEB 12 2010
CIVIL DIVISION
DISTRICT ATTORNEY.

DAVID PRATER
DISTRICT ATTORNEY

By: [Signature]

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OKLAHOMA COUNTY, OKLAHOMA

BOARD OF COUNTY COMMISSIONERS

STANDARD LONG TERM LEASE CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the 1st day of March, 2010

BETWEEN the **COUNTY:** The Board of County Commissioners of the
County of Oklahoma
320 Robert S. Kerr, Rm. 101
Oklahoma City, Oklahoma 73102

on behalf of: Treasurer (County Dept.)
Contact Person: Donna Lovelace
Telephone Number: (405)713.1326

and the **VENDOR:** **Summit Mailing & Shipping Systems**
Address: 1101 N Meridian Ave
Oklahoma City, OK 73107

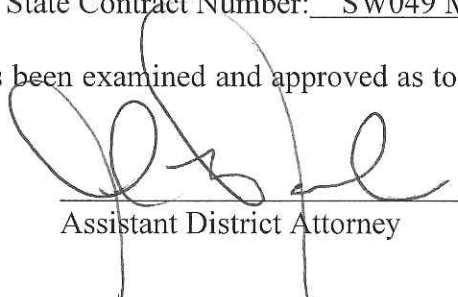
Contact Person: Mark Emerson
Telephone Number: 405-429-7650

for the long term lease of the following items:

Neopost IJ-90 Mail Machine with 30lb scale
Neopost Dynamic Scale with In-Motion Weighing

County or State Contract Number: SW049 Mail Room Equipment

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


Assistant District Attorney

2/12/2010
Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

ARTICLE 1 EQUIPMENT LEASED

The Vendor shall supply the following equipment to the County: (describe item/s and serial numbers/s)

PENDING APPROVAL

Neopost IJ-90 Mail Machine with 30 lb scale and Neopost Dynamic Scale with In-Motion Weighing, Maintenance, Meter Rental and Rate Change Protection for the life of the lease

ARTICLE 2 INSURANCE/LIABILITY

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

ARTICLE 3 TERM OF CONTRACT AND RENEWAL

This contract shall commence on March 1, 2010 and by operation of Article 10 Section 26 of the Oklahoma Constitution, shall terminate at the end of the fiscal year on June 30, 2010. County shall have the right to renew this Contract for successive annual renewal periods. Each annual renewal period shall expire on the last day of the then current fiscal year of County. It is the present intent of the County to continue this lease for an additional 3 fiscal years. However, in order for the contract to be continued the contract must be renewed on July 1 or thereafter of each succeeding fiscal year by an affirmative action of the Board of County Commissioners. Pursuant to 62 O.S. §430.1 in no event shall the County's obligation be deemed to continue past the end of the County's fiscal year ending June 30 of every year, nor shall County be deemed to be indebted beyond the indebtedness created by each fiscal year's obligation.

It is agreed between the parties that the County may terminate this contract at any time before the end of the fiscal year for any reason after giving the Vendor a thirty day written notice and may terminate immediately if Vendor breaches any of the terms of this contract.

ARTICLE 4 CONTRACT AMOUNT

The County shall pay the Vendor for the lease of this equipment as follows:
\$707.16 per month for lease. Estimated cost for this fiscal year is \$3,080.64.

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ARTICLE 5 MISCELLANEOUS PROVISIONS

ARTICLE 6 BLANKET PURCHASE ORDER

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

For the contract period of 3/1/2010 through 6/30/2010 the amount of encumbrance will be \$3,080.64.

ARTICLE 7 LEGAL AUTHORITY

It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the County Purchasing Act, 19 O.S.A. Section 1500 et. seq., 19 O.S.A. Section 1 and 62 O.S.A., Section 430.1.

APPROVED this _____ day of _____, 2010_____.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Approved by County Dept.:

Forest "Butch" Frenno

Department Head

Chairman

ATTEST:

Carolynn Caudill, County Clerk

VENDOR: Summit Mailing & Shipping Systems

By: Muel Eum

My Commission Expires: 5/18/13

#01008409

Requisition Number :11004828

Blanket Purchase order number: _____



Attest or Notary:

Tammy Jones

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DATE PRINTED--: 02-09-2010

Requisition No--: 11004828
Requisition Type--: Purchase Requisition
Creation Date--: 02-09-2010
Description--: SW049 Mail Machine Lease Neopost IJ-90

Requestor Lovelace, Donna G Qty/Amt 3,080.64 Unit Price \$ 1.00 Line Amt \$3,080.64 Category SERVICE EQ RENTAL

Item Description: SW 049 Mail Machine Lease

Vendor: SUMMIT BUSINESS SYSTEMS INC

Requisition Total: \$3,080.64

Distribution: ... 1140-1500-55

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____