

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE March 10, 2010 Meeting AGENDA

(THE DEADLINE IS 1 WEEK PRIOR TO THE DATE THAT THE AGENDA IS TO BE POSTED)

DEPARTMENT: District 1 REQUESTED BY: Mike Sullivan

REQUISITION NO.: \_\_\_\_\_ REQUISITION SHEET ATTACHED:  YES  N/A

NAME OF FUNDS: General Fund

FUND NUMBERS: 1110 / 9100 / \_\_\_\_\_

REVIEWED FOR PRIVACY-PROTECTED INFORMATION:  YES  N/A

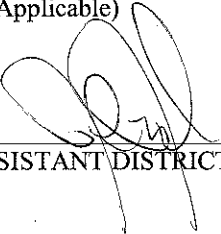
NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 3

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action for the approval of a contract between Oklahoma County and BMI Systems for copier lease. This Agreement shall become effective upon execution by BOCC and shall terminate on June 30, 2010. Requested by Willa Johnson, Commissioner, District No. 1, and approved as to form and legality by John Jacobsen, Assistant District Attorney.

APPROVED BY DA  
(If Applicable)

APPROVED BY ENGINEER  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

 3/2/2010  
ASSISTANT DISTRICT ATTORNEY

\_\_\_\_\_  
COUNTY ENGINEER

\_\_\_\_\_  
PURCHASING AGENT

REVIEWED BY DA FOR PRIVACY-PROTECTED/SECURITY INFORMATION:  YES  N/A

REVIEWED BY COUNTY CLERK FOR PRIVACY-PROTECTED INFORMATION:  YES  N/A

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

DATE OF REQUEST: 2/24/10 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.

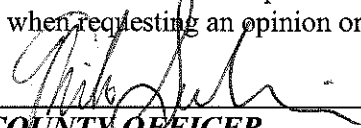
IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 02/24/2010

COUNTY DEPARTMENT MAKING REQUEST: District 1

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Review of attached copier lease contract between Oklahoma County and BMI Systems


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).

  
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 3/2/10

REPLY BY DISTRICT ATTORNEY: Reviewed

DAVID W. PRATER  
DISTRICT ATTORNEY

By: 

RECEIVED  
MAR - 2 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

**OKLAHOMA COUNTY, OKLAHOMA**  
**BOARD OF COUNTY COMMISSIONERS**

**STANDARD LONG TERM LEASE CONTRACT BETWEEN COUNTY AND VENDOR**

CONTRACT made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2010

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

On behalf of: Oklahoma County District 1

Contact Person: Mike Sullivan, 2<sup>nd</sup> Deputy  
Phone: (405/713-1507)

and the VENDOR: BMI Systems

Address: 913 North Broadway  
Oklahoma City, OK 73102

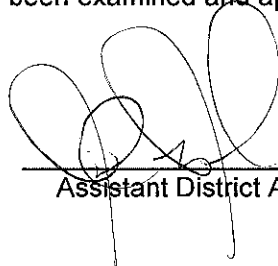
Contact Person: Monica Samuel  
Phone: (405) 600-1351

For the long term lease of the following items:

One iRCADVANCE5030 w/CFU, Print, Fax, ecopy

County or State Contract Number: Countywide Contract No. CW07083

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



Assistant District Attorney

3/2/2010

Date

# PENDING APPROVAL

## 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 items and serial numbers/s)

Cannon Image Runner 5030 w/ CFU. Print, Fax, ecopy. First 2500 b/w copies each month included, additional b/w copies billed at .0085 each. Color copies billed at .06 each. \$299 Monthly 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 April 1, 2010 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 4 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. §4.30.1 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: Canon image runner 5030, the cost is Two hundred ninety nine dollars and 00/100 per month for lease (\$299.00). Annual contract amount \$3,588.00. First 2500 black and white copies included, additional black and white copies billed at \$0.0085. Estimate for black and white copies is \$17.85 per month (2100 x .0085). Further, color impressions will be billed at a cost of \$0.06 per impression estimated at 500 per month (500 x 0.06 = \$30.00). Annual estimated cost for copy charges \$586.20. Total Estimated annual cost \$4,174.20.

# PENDING APPROVAL

## 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 4/1/10 through 6/30/10 the amount of encumbrance will be \$1,043.55

## 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.

APPROVED this 26 day of February, 2010.

Approved by County Dept.

BOARD OF COUNTY COMMISSIONERS  
OKLAHOMA COUNTY, OKLAHOMA

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Vice-Chair

\_\_\_\_\_  
Carolynn Caudill, County Clerk

ATTEST or NOTARY:

\_\_\_\_\_  
Member

Tara D. Nubine

VENDOR: BMI SYSTEMS

My Commission Expires:

By: Samuel Samuels - Lewis

5-15-10

