

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: 5/28/10
COUNTY DEPARTMENT MAKING REQUEST: Sheriff

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: ***FY 2010-2011 Agreement between the BOCC, the Sheriff's Office, and CI Technologies for annual maintenance on IAPro unlimited software package (pro-rated from 11/1/10 - 6/30/11).***

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).



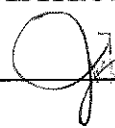
COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: 5/28/10

REPLY BY DISTRICT ATTORNEY: Reviewed -

RECEIVED
MAY 28 2010
CIVIL DIVISION
DISTRICT ATTORNEY.

**DAVID PRATER
DISTRICT ATTORNEY**

By:  _____

2010 JUN -2 P 12:01

RECORDED OR FILED
DISTRICT ATTORNEY
CIVIL DIVISION
STATE OF OKLAHOMA

PENDING APPROVAL

OKLAHOMA COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

STANDARD SERVICE CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the 1st day of July 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: **Oklahoma County Sheriff's Office**
Contact Person: **Angela Barber**
Telephone Number: **405-713-1944**

and the **VENDOR:** **CI Technologies**
Address: **1941 Lake Whatcom Blvd. B-3 #163**
Bellingham, WA 98229
Contact Person: **Jerry Kelly**
Telephone Number: **800-620-8504 xt. 711**
Fax Number: **800-620-8504**

for the following maintenance or services:

Annual Maintenance Agreement on IPro Unlimited Software Package
Pro-rated to cover November 1, 2010 through June 30, 2011(FY2010-2011).

This Contract is a Renewal _____, New X Contract.
This contract has been examined and approved as to legality by the District Attorney, Oklahoma
County.


Assistant District Attorney

6/1/2010
Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

Standard contract consisting of 3 pages
with 0 page of attachments

PENDING APPROVAL

ARTICLE 1 MAINTENANCE/SERVICES

The Vendor shall supply the following maintenance/services as required by the Contract and Bid Specifications: (describe item/s and serial numbers/s to be maintained)

Annual Maintenance Agreement on IPro Unlimited Software Package
Pro-rated to cover November 1, 2010 through June 30, 2011(FY2010-2011).

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 NOV. 1, 2010 ^{AR} ~~July 1st, 2010~~ and shall terminate on June 30th, 2011. The contract is renewable for an additional fiscal year upon approval of both parties.

Unless terminated earlier, this Contract will automatically terminate at the end of the current fiscal year (June 30) pursuant to Article 10, Section 26 of the Oklahoma Constitution.

It is agreed 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 30 day written notice of termination. It is further agreed the County may terminate this Contract immediately if the Vendor fails to provide services in accordance with this contract or in any way breaches any of the provisions of the Contract.

ARTICLE 4 CONTRACT AMOUNT

The County shall pay the Vendor for the maintenance/services of this equipment as follows:

For an annual total of \$2,466.50.

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.

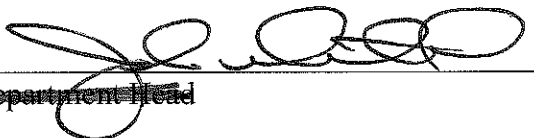
ARTICLE 7 LEGAL AUTHORITY

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 _____, 20_____.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Approved by County ~~Dept.~~ _____



Department Head

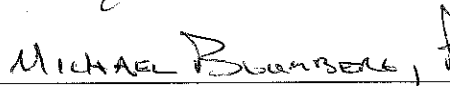
Chairman

ATTEST:


Carolynn Caudill, County Clerk

VENDOR: 

By:


MICHAEL BUMBALL, PRESIDENT

Attest or Notary:



Requisition Number

11007451

Blanket Purchase Order Number _____



THIS CONTRACT IS NULL AND VOID UNLESS THE AMOUNT OF THE
CONTRACT IS NULL AND VOID UNLESS THE OKLAHOMA COUNTY
CLERK, PURCHASE ORDER NUMBER
HAS BEEN ISSUED BY OKLAHOMA COUNTY

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 05-27-2010

Requisition No--: 11007451
Requisition Type--: Purchase Requisition
Creation Date--: 05-27-2010
Description--: Blanket for FY 10-11 annual maintenance on IAPro unlimited softw

Requestor Qty/Amt Unit Price Line Amt Category
Barber, Angela M 2,466.5 \$ 1.00 \$2,466.50 SERVICE.EQUIPMENT
Item Description: Blanket for FY 10-11 annual maintenance on IAPro unlimited software package (pro-rated
from 11/1/10 to 6/30/11)
Vendor:CI TECHNOLOGIES INC Distribution: 1161.5110.54158.2011

Requisition Total: \$2,466.50

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____

*Comp Equip - Vendor maint
Prisoner Boarding
Spec Rev*