

523

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: June 14, 2010

COUNTY DEPARTMENT MAKING REQUEST: County Clerk's Office.
STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: STANDARD MAINTENANCE CONTRACT. Please review the attached Service Agreement for the Journal Record Legislative. Thank You Linda Birdsong, ForCarolynn Caudill, County Clerk.

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).

Carolynn Caudill, County Clerk
By: Charlie Phillips Sparkman,
Chief Deputy


COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/14/10


REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED

JUN 14 2010

CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY

By: 

PENDING APPROVAL

Oracle Applications - PROD

File Edit View Folder Tools Window Help

Requisitions (Oklahoma County) - [New]

Number: 11007915 Type: Purchase Req Preparer: Birdsong, Linda
Description: Blanket FR 2010-1 Status: Incomplete Total: USD 2,304.00

Lines Source Details Details Currency

Num	Description	UOM	Quantity	Price	Need-By	Tax Code
1	Legislative Report	Each	2304	1	07/05/2010 23:00:0	

Destination Type: Expense Source: Supplier
Requester: Birdsong, Linda Supplier: THE JOURNAL RECORD PU
Organization: County Clerk Site: REMIT
Location: County Clerk Contact: ---
Subinventory: Phone: ---

Catalog... Distributions Approve...

FRM-40400: Transaction complete: 2 records applied and saved.
Record: 1/1 ... List of Valu... <OSC>

start Inbox - Microsoft Out... http://prodap01.okla... Oracle Applications 1... Oracle Applications - ... 68 °F 10:33 AM

1001-1700.54030

PENDING APPROVAL

THE JOURNAL RECORD LEGISLATIVE REPORT

Service Agreement

This agreement, dated June 14, 2010, is between The Journal Record Legislative Report and Oklahoma County Clerk's Office (Linda Birdsong) (client).

BASIC SERVICE: We agree to provide access to our online system of legislative information and tracking services. We may, from time to time, improve or modify the content, functions, and/or procedures associated with this service. If modifications or improvements to our services occur, you will be notified and instructed on how to use them.

Your subscription is a nontransferable license entitling only one user access to our system. Multiple user accounts can be purchased for an additional fee. You, the client, may specify a person, other than yourself, as the designated account user. It will be your responsibility to notify us, in writing, of any changes to your account.

You must have access to the internet to utilize our services, and it is your responsibility to ensure that your equipment is working properly. Should there be a failure, defect, or other damage to your equipment, we are not liable for any damage done to your Journal Record Legislative Report account.

TECHNICAL ASSISTANCE: You, the client, or your designated alternate, may call us directly for additional technical assistance or content contained on our site. For your protection, individuals other than those that you designate will not be given any information on your account.

TITLE TO REPORTS: All information and reports delivered to you through the use of your Journal Record Legislative Report account are for your personal and internal use, and may not be resold, republished or otherwise distributed to third parties in any form; you may, however include information and quotations from Journal Record Legislative Report in any written or electronic reports that you prepare for your clients in the normal course of your business. No third party, including your customers and clients, may use your account without our written approval.

You acknowledge that the materials included in the Journal Record Legislative Report have been gathered, organized and verified by us through the investment of substantial time, effort, and expense, and that any violation of the provisions of this paragraph shall constitute material breach of this Agreement and shall give Journal Record Legislative Report the right to suspend your account. Further, we reserve the right to pursue any and all available legal and equitable remedies. In the event of such violation, you shall be liable for all costs that may be incurred by Journal Record Legislative Report (including reasonable attorney's fees) in the pursuit of such remedies.

PENDING APPROVAL

LIMIT OF LIABILITY: While we strive to provide the most-current, accurate, and complete information, much of the information that we provide is compiled from published government sources, therefore we are limited to the provision of the most-current, accurate, and complete information to be provided to us. If errors are inadvertently contained in the information that we provide to our clients, we will make every effort to correct the errors immediately.

You agree to hold The Journal Record harmless for damages arising from your use of the information that we provide.

TERMS OF PAYMENT: You are required to submit the full annual payment within ten (10) business days of the date of this agreement. If payment is not received within this ten (10) business days, we may suspend your account until payment-in-full is received. In the event it becomes necessary to employ the services of a collection service and/or attorney to collect any sums due from you, you agree to pay all costs associated with collection.

DURATION OF AGREEMENT: The term of this agreement one year, commencing July 24, 2010 and concluding July 24, 2011. Journal Record Legislative Report may discontinue or terminate this subscription agreement at any time, and without notice, if payment becomes delinquent, or if you do not adhere to the terms and conditions contained within this Service Agreement.

This Service Agreement supersedes any previous written or oral agreement(s) and all other communications between us concerning your subscription or our services. If any provision of this agreement is determined to be invalid, all other provisions shall remain in full force and effect.

Any change, modification, or waiver of these provisions must be in writing and signed by authorized Journal Record Legislative Report personnel. This Service Agreement, all intellectual property issues, and your rights and obligations, shall be governed by the laws of the United States of America and the state of Oklahoma.

SERVICES INCLUDED AND SUBSCRIPTION RATES:

JRLR Online, comprehensive legislative tracking service, \$2,304/year

TOTAL: \$2,304.00

Client: _____ **Printed Name:** _____ **Date:** _____

By: _____ **Printed Name:** _____ **Date:** _____
(For The Journal Record Legislative Report)