

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE June 30, 2010 Meeting AGENDA

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

DEPARTMENT: District 1 _____ REQUESTED BY: Joe R. Blough

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

NAME OF FUNDS: Highway Cash

FUND NUMBERS: 1110 / 9100 / 55130

REVIEWED FOR PRIVACY-PROTECTED INFORMATION: YES N/A

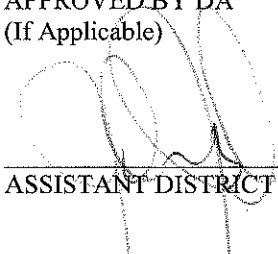
NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action for the approval of a Lease/Purchase contract between Oklahoma County and Kirby-Smith Machinery for a 2005 XL 4100 S11 Gradall Excavator. Twelve (12) monthly payments in the amount of Six Thousand eighty Two Dollars and Sixty Nine Cents (\$6,082.69) from Highway Cash. Req. number 11008107 This Agreement shall become effective July 1, 2010 and shall terminate on June 30, 2011. 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)



ASSISTANT DISTRICT ATTORNEY

6/22/2010

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 _____

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: 06/21/2010 .
COUNTY DEPARTMENT MAKING REQUEST: District 1 *gms*

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Review of attached long term lease contract the upcoming fiscal year between Oklahoma County and Kirby-Smith Machinery, Inc.

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).

gms

COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/22/10

REPLY BY DISTRICT ATTORNEY: Reviewed

DAVID W. PRATER
DISTRICT ATTORNEY

By: *[Signature]*

RECEIVED
JUN 22 2010
CIVIL DIVISION
DISTRICT ATTORNEY

PENDING APPROVAL

OKLAHOMA COUNTY, OKLAHOMA

BOARD OF COUNTY COMMISSIONERS

STANDARD LONG TERM LEASE 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: District One (County Dept.)

Contact Person: Brian Jasper, Facilities Manager

Telephone Number: (405)713.2371

And the VENDOR: Kirby-Smith Machinery, Inc.,

Address: 6715 West Reno, Oklahoma City, Oklahoma 73127

Contact Person: Pud Wood

Telephone Number: (405) 495-7820

For the long term lease of the following items:

2005 XL 4100 S11 Gradall Excavator

County or State Contract Number: 10801543

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


Assistant District Attorney

6/22/2010
Date

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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)

New 2005 XL 4100 S11 Gradall 6X4 Excavator, Serial # 0210017557

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 July 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, 2011. 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 one (1) fiscal year(s). 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.

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ARTICLE 4

CONTRACT AMOUNT

The County shall pay the Vendor for the lease of this equipment as follows:

Six Thousand Eighty Two Dollars and 69 Cents per month for lease \$6,082.69. Annual contract amount \$72,992.28.

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 7/1/10 through 6/30/11 the amount of encumbrance will be \$72,992.28.

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 _____ June , 2010.

BOARD OF COUNTY COMMISSIONERS

OKLAHOMA COUNTY, OKLAHOMA:

Approved by County Dept.: _____ Chairman _____

Member _____

Member _____

PENDING APPROVAL

ATTEST:

Carolynn Caudill, County Clerk

VENDOR: *AD*
KIRBY SMITH MACHINERY
By: *[Signature]*

Attest or Notary: *Lana Carnahan*

My Commission Expires: 1-12-14

Requisition Number : Blanket Purchase Order Number:



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OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-21-2010

Requisition No--: 11008107
Requisition Type--: Purchase Requisition
Creation Date--: 06-18-2010
Description--: BLANKET NOC LEASE PAYMENT

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Rogers, Pat M	72,992.28	\$ 1.00	\$72,992.28	GENERAL, GENERAL
Item Description: LEASE PAYMENT				
Vendor: WELCH STATE BANK				
Requisition Total:			\$72,992.28	

Distribution: ...

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____