

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST SHEET

For The 7/7/2010 Agenda
(DATE)

DEPARTMENT: Treasurer REQUESTED BY: Christie Miller

REQUISITION NO: 11008548 REQUISITION SHEET ATTACHED: YES N/A

NAME OF FUNDS: General Fund / Treasurer / Professional Services-Other

FUND NUMBERS: 1001 ; 1500 ; 54455 ; 2011

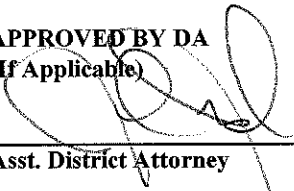
DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? YES NO

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:

Annual Bank Fee Agreement with JPMorgan Chase Bank for fiscal year 2010-11.

APPROVED BY DA
(If Applicable)  6/29/2010
Asst. District Attorney

APPROVED BY Engineer
(If Applicable) _____
County Engineer

APPROVED BY PURCHASING
(If Applicable) _____
Purchasing Agent

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

DISTRICT ATTORNEY: _____ YES _____ N/A

COUNTY CLERK: GC 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

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDED OR FILED
2010 JUN 29 P 4:58
COUNTY CLERK

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: 6 / 28 / 10
COUNTY DEPARTMENT MAKING REQUEST: Treasurer

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Approval as to form & legality on annual
Bank Fee Agreement with JP Morgan Chase Bank

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).

James "Butch" Trueme
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/29/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED

JUN 29 2010
CIVIL DIVISION
DISTRICT ATTORNEY

David W. Prater
C. WESLEY LANE-II
DISTRICT ATTORNEY

By: [Signature]

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BANK FEE AGREEMENT

This agreement, entered into the 1st day of July, 2010, by and between JPMorgan Chase Bank, N.A. of Oklahoma City, with offices located in Oklahoma City, Oklahoma, hereinafter referred to as "Bank", and the County Treasurer of Oklahoma County, Oklahoma hereinafter referred to as "Client", witnesseth:

Whereas, Client has found it necessary and desirable to retain the services of Bank. The Bank is competent and qualified to perform these services during the term of the contract.

Now, therefore, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, Bank agrees to provide, and Client agrees to accept, those services which are described herein, in accordance with the terms and conditions set forth as follows:

1. Effective Date, Duration and Termination

This agreement shall be effective as of July 1, 2010, and will terminate June 30, 2011, unless terminated earlier by the Client by a written thirty day notice to the Bank, or until the Client has received a written thirty day notification of change, or termination, by an Officer of the Bank. Bank shall be entitled to receive compensation for all services performed hereunder through the date of termination.

2. Client's Obligations

Client's responsibility is to compensate the Bank as set forth in item 4.

3. Bank's Obligations

As Client, the County Treasurer agrees that the Bank's responsibility under this agreement will be subject to the same terms and conditions as would apply in a normal banking transaction, generally attained through the standard of reasonable care. Bank shall provide, but is not limited to the following banking services in Exhibit 1. In addition, Bank is obligated to respond timely to audit confirmation requests made by the State Auditor & Inspector with respect to Client's accounts.

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4. Bank's Compensation

All account expenses shall be reflected in separate monthly account analysis of the County Treasurer's account's as outlined in Exhibit 1. The monthly account analysis will provide itemized detail of all charges and average ledger balance information. Any interest earnings and bank fees will be invoiced as stated in Exhibit 2. The invoices, issued quarterly, will be paid within thirty (30) days of receipt, provided there are no disputes with the corresponding analysis. Invoices for the duration of the agreement are not to exceed \$ 50,000.00.

5. Governing Law

This agreement shall be construed in accordance with and governed by the laws of the State of Oklahoma.

6. Causes Beyond Control

Neither party shall be responsible for delays or failure in providing services or payment resulting from acts beyond the control of such party. Such acts shall include, but not be limited to acts of God, strikes, riots, lockouts, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, or other disasters.

7. All Amendments in Writing

No amendment to the agreement shall be effective unless in writing, approved and signed by duly authorized representatives of both parties.

8. Entire Agreement

CLIENT AND BANK REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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DATED this 25th day of May, 2010

OKLAHOMA COUNTY TREASURER

Forrest "Butch" Freeman

FORREST "BUTCH" FREEMAN

APPROVED this _____ day of _____, 2010

BOARD OF COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA

ATTEST:

CAROLYNN CAUDILL, COUNTY CLERK

PENDING APPROVAL

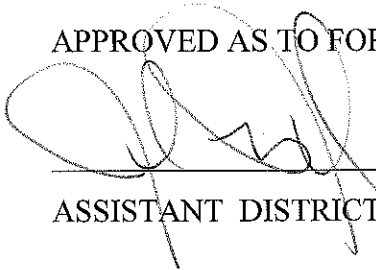
ACCEPTED this 23rd day of June, 2010

JPMORGAN CHASE BANK, N.A.
OKLAHOMA CITY, OK

BY: Maria Matthews

TITLE: Senior Vice President

APPROVED AS TO FORM AND LEGALITY:



ASSISTANT DISTRICT ATTORNEY

6/29/2010

DATE

REQUISITION NUMBER: 11008548

BLANKET PURCHASE ORDER NUMBER: _____

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EXHIBIT 1, cont.

<u>SERVICE DESCRIPTION</u>	<u>FEE</u>
<u>ARP Services</u>	
Image Capture (per item)	\$.025
ARP CD ROM Media Fee (per CD)	\$ 25.00
ARP CD ROM Maintenance (monthly)	\$ 25.00
<u>PWS Check Services</u>	
PWS Check Services Maintenance (monthly)	\$ 15.00
Stop Payment	\$ 10.00
PWS Imaging Maintenance (monthly)	\$ 25.00
Image Retrieval (per retrieve)	\$ 0.00
Check Photocopy Retrieval (receive by fax or mail)	\$ 4.00
<u>JPMorgan ACCESS - Information Reporting</u>	
Account Maintenance (45 day history) (per account)	\$ 30.00
Info Svcs Transactions Loaded	\$.01
JP Morgan Special Report Fee	\$ 35.00
<u>JP Morgan ACCESS - Wires</u>	
Incoming Domestic	\$ 6.00
Outgoing Domestic	\$ 5.00
<u>JPMorgan ACCESS - Account Transfers</u>	
Transfer	\$ 2.25

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EXHIBIT 2

ACCOUNT NAME	ACCOUNT NUMBER	LEAD ACCT. TO ...	INTEREST EARNINGS	BANK CHARGES
Depository	10020109	n/a	Sweep - interest credited on the last day of the month	Monthly Analysis Invoiced Quarterly
T&GA Federal Grants	10022470	n/a	Interest Bearing - interest netted against fees monthly	Monthly Analysis Invoiced Quarterly

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-28-2010

Requisition No--: 11008548
Requisition Type--: Purchase Requisition
Creation Date--: 06-28-2010
Description--: Contract for Bank Fees

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Lovelace, Donna G	50,000	\$ 1.00	\$50,000.00	SERVICE.FEES

Item Description: Contract for Bank Fees

Vendor:JPMORGAN CHASE BANK NA FORMERLY BANK ONE TRUST COMPANY N Distribution: ... 100/- 1500-54455-2011

Requisition Total: \$50,000.00

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____