

CONSULTING SERVICES AGREEMENT

This Agreement entered into by and between the Board of County Commissioners of Oklahoma County, hereinafter called "County," and Avansic, Inc., hereinafter called "Contractor," constitutes the entire Agreement between the County and Contractor.

ARTICLE I QUALIFICATIONS

Contractor is a private entity and not an agent of the County or any other division or department of the County.

Contractor is an expert in eDiscovery and digital forensics for litigation.

Contractor agrees to preserve at a designated Oklahoma County on-site location certain identified County text and cellular data from up to 13 cellular phones and electronic communication devices. Contractor agrees to preserve certain identified County text and cellular data for possible use in discovery responses, potential litigation and for other purposes. The data will be subjected to forensic file expansion, metadata and text extraction, with OCR as necessary, and full indexing. The data thus treated will be filtered and culled subject to certain parameters and requirements provided by County, including temporal search terms ("jail", "site selection", "1901 E. Grand Boulevard", "City Council", "special use permit"). Responsive documents will be made reviewable through proprietary software licensed to County. All work product under this contract by Contractor shall be considered the work product of the District Attorney of Oklahoma County and the BOCC shall retain all data.

ARTICLE II AGREEMENT PERIOD

This Agreement shall become effective the first (25th) day of September 2024 and shall terminate at the close of the thirtieth (30th) day of June 2025.

ARTICLE III NO PERSONAL BENEFIT TO OFFICIALS AND EMPLOYEES

No official or employee of the County or any other employee of the Oklahoma County Government shall receive any share or part of the fees paid under the Agreement, or any benefit that may arise therefrom, and no employee of the County or officer, official or employee of the County shall serve as an employee of the Contractor's organization.

ARTICLE IV ALLOWABLE COST AND PAYMENT

Total payment and reimbursement pursuant to this contract cannot exceed Twenty-Five Thousand Dollars (\$25,000.00). This includes a flat rate price of \$1,250.00 per phone with a \$250.00 per hour on site fee for 2-3 days on-site data retrieval.

Payment for services rendered will be made only upon receipt of documented billing claims. These billing claims shall be submitted, as required, but no more often than monthly and no later than June 1, 2025, in the format and in accordance with procedures prescribed by the

County (i.e. itemized statement). All billing under this Agreement shall be submitted to the District Attorney's office for approval.

In the event billing claims are subsequently disallowed by the County pursuant to the Agreement, the Contractor shall repay the General Fund of the County on demand, the amount of any such disallowed claim(s) or at the discretion of the County may deduct such amounts from subsequent payments to be made to the Contractor hereunder without prejudice however to the County's right thereafter to establish the appropriateness of any billing under this Agreement.

ARTICLE V SPECIAL PROVISIONS

There are no special provisions.

ARTICLE VII EQUAL OPPORTUNITY AND DISCRIMINATION

The County and the Contractor agree they are equal opportunity employers and in compliance with Federal regulations, at Title 45, Code of Federal Regulations, Part Eighty (80) (which implement P.L. 88-352 Civil Rights Act of 1964) and execute orders there under and the Rehabilitation Act of 1973, as amended, including but not limited to, giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin or handicap.

ARTICLE VIII LIABILITY

Contractor shall perform their work under this Agreement as an independent contractor and agrees that the County is to be free from all liabilities and damages resulting from his performance hereunder.

Contractor agrees not to hold County liable for any personal loss of property or personal injury or death, which may result from his/her rendering of any services by Contractor pursuant to this Agreement.

ARTICLE IX COMPLIANCE WITH LAW

Contractor agrees to comply with all applicable State and Federal Laws, statutes, regulations, rulings or enactments of any governmental authorities that are applicable to this Agreement. Observance of and compliance shall be the responsibility of Contractor without reliance on, or superintendent of, or direction by the County.

Contractor understands they are responsible for payment of wages and benefits required by federal law (i.e., FICA) to any persons employed by Contractor to fulfill obligations of this contract.

ARTICLE XII OWNERSHIP INFORMATION

Contractor affirms that no person who has ownership or controls interest in, or is an agent or

managing employee, has been convicted of a criminal offense involving moral turpitude.

ARTICLE XIII CANCELLATION TERMINATION

Either party may terminate this Agreement at any time for any reason. The District Attorney's office may terminate the Agreement at any time on behalf of the County.

ARTICLE XIV MODIFICATION

Contractor is not authorized to change any provision of this Agreement. All changes shall be consummated by formal written amendment agreed and executed by both the County and Contractor.

This Agreement is made in the State of Oklahoma and shall be governed by the laws of the State of Oklahoma, and Article 10 Section 26 of the Oklahoma Constitution.

For the faithful performance of the terms of this Agreement the parties hereto in their capacities as stated affix their signatures.

APPROVED this _____ day of _____, 20__

Contractor



Gavin W. Manes, CEO

Authorized Signature, Avansic, Inc.

Board of County Commissioners
Oklahoma County, Oklahoma

Chairman

Member

Member

DISTRICT ATTORNEY'S OFFICE:

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Bill To                               Requisition 12502673-00  FY 2025
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR                    | Acct No:
ROOM 101                             | 40310110-54542
OKLAHOMA CITY, OK                   | Review:
73102                                 | Buyer: 6065bbmirfry
                                       | Status: Released
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Vendor                               Ship To
AVANSIC                              OKLAHOMA COUNTY COMMISSIONERS
15 E FIFTH ST SUITE 1800             320 ROBERT S KERR
                                       ROOM 101
                                       OKLAHOMA CITY, OK 73102

TULSA, OK 74103

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Deliver To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/01/24	002950				General Government

LN	Description / Account	Qty	Unit Price	Net Price
001	BLANKET - EDISCOVERY and Data Preservation Services. Case No CV-2024-1659	25000.00	1.00000	25000.00
1	40310110-54542	25000.00		

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Ship To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

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Deliver To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

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Requisition Link

Requisition Total 25000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
40310110-54542	25000.00	347946.57
Self Insurance Fund	Supportive Services	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Queued	10/01/24	Albert Rodriguez	
Queued	10/01/24	Deborah McDonald	

Bill To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102	Requisition 12502673-00 FY 2025 Acct No: 40310110-54542 Review: Buyer: 6065bbmirfry Status: Released
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Vendor AVANSIC 15 E FIFTH ST SUITE 1800 TULSA, OK 74103	Ship To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102
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Deliver To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/01/24	002950				General Government

LN	Description / Account	Qty	Unit Price	Net Price
Queued	10/01/24 Maria Pinley			
Queued	10/01/24 Sheena McGrady			
Queued	10/01/24 Chantel Boso			
Pending	Chantel Boso			
Pending	Ashley Franklin			
Pending	Ashley McMichael			
Pending	Lauren Adkison			
Pending	Long Tran			