

County Request No. 435

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

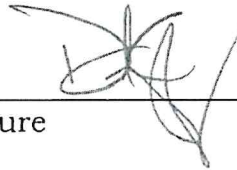
Date of Request: 6/10/2026 Department: MIS

State the nature of the legal request: Please review the FY2026-2027 Renewal for Midcon Recovery Solutions. This is for Co-Location Datacenter and Tape Storage Services. The total amount shall not exceed sixty-three thousand, eight hundred, fifty-two dollars (\$63,852.00).

RECEIVED

JUN 10 2026

CIVIL DIVISION
DISTRICT ATTORNEY

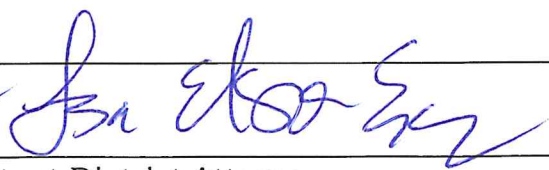


Signature

Reply of District Attorney's Office: _____

OK

Date of Reply: _____

6/10/2026 

Assistant District Attorney

OKLAHOMA COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

STANDARD SERVICE CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the _____ day of _____ 20__

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 IT Department**
Contact Person: Charlotte Swindle
Email Address: itchaswi@oklahomacounty.org
Telephone Number: 405-713-1333

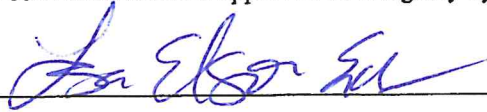
and the VENDOR: **MIDCON Recovery Solutions, LLC**
Address: 13431 Broadway Extension Ste 115
Oklahoma City, OK 73114

Contact Person: Kurt Kraft
Telephone Number: 405-478-1234
Fax Number: 405-705-9998

for the following maintenance or services:

Co-location Datacenter and tape Storage Services

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



6/10/2026

Assistant District Attorney

Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

Standard contract consisting of 3 pages
with _____ page of attachments

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)

See Exhibit A "Order Form"

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, 2026** and shall terminate on **June 30, 2027**. 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:

To be billed \$5,321 per month; \$63,852 annual total.

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.: _____

Chairman

Department Head

ATTEST:

Maressa Treat, County Clerk



VENDOR:

MIDCON Recovery Solutions. LLC

By: _____

[Handwritten signature]

Attest or Notary:

[Handwritten signature: Amy L. Cross]

Requisition Number _____

Blanket Purchase Order Number _____

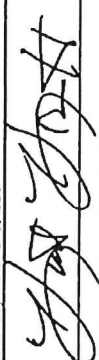
MIDCON

RECOVERY SOLUTIONS

EXHIBIT A

Contract Item	Description	Qty	Unit Cost	MRC	One-time Fee
COLOCATION SPACE & POWER					
BR - Cabinet Enclosure (B1)	42U Server Cabinet with Redundant 30/208V Power Circuits In Private Rfgr Cage	2	\$ 1,778.00	\$ 3,556.00	
None				\$ 0.00	
None				\$ 0.00	
None				\$ 0.00	
COMMUNICATIONS					
CC - Cross-connect	Cross-connect Fee	1	\$ 155.00	\$ 155.00	
None				\$ 0.00	
None				\$ 0.00	
None				\$ 0.00	
DISASTER RECOVERY SERVICES					
DR - Seals	Disaster Recovery Room Reserved Sealing	35	\$ 33.40	\$ 1,169.00	
None				\$ 0.00	
None				\$ 0.00	
None				\$ 0.00	
PROFESSIONAL SERVICES					
BR - TAPE-STORE	On-site Rotation w/Unlimited Storage In Private Coge	1	\$ 441.00	\$ 441.00	
None				\$ 0.00	
None				\$ 0.00	
None				\$ 0.00	
None				\$ 0.00	
Subtotal:				\$ 5,321.00	\$ 0.00
Initial Payment:				\$ 5,321.00	
TOTAL MRC:**				\$ 5,321.00	

Customer Name: Oklahoma County MIS Company Name: MIDCON Recovery Solutions, LLC

Signature: _____ Signature:  Kurt Kraft

Print Name: _____ Print Name: President

Title: _____ Title: President

Date: _____ Date: 04/21/2026

Notes: _____

Term (months): 12 Effective Date: 7/1/28



Bill To
 OKLAHOMA COUNTY - IT
 320 ROBERT S. KERR
 SUITE 317
 OKLAHOMA CITY, OK
 73102

Requisition 12700269-00 FY 2027

Acct No:
 UNDEFINED ACCOUNT.
 Review:
 Buyer: 606Sitchaswi
 Status: Created

Page 1

Vendor
 MIDCON RECOVERY SOLUTIONS LLC
 13431 N BROADWAY EXT
 SUITE 115

Ship To
 OKLAHOMA COUNTY - IT
 320 ROBERT S. KERR
 SUITE 317
 OKLAHOMA CITY, OK 73102

OKLAHOMA CITY, OK 73114

Tel#405-478-1234 x703

Deliver To
 OKLAHOMA COUNTY - IT
 320 ROBERT S. KERR
 SUITE 317
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/26	002556				Information Technology

LN	Description / Account	Qty	Unit Price	Net Price
001	BLKT - NOC FY26-27 Contract for Co-Location of Datacenter and Tape Storage Service BOCC Approval Date:	63852.00 EACH	1.00000	63852.00

Ship To
 OKLAHOMA COUNTY - IT
 320 ROBERT S. KERR
 SUITE 317
 OKLAHOMA CITY, OK 73102

Deliver To
 OKLAHOMA COUNTY - IT
 320 ROBERT S. KERR
 SUITE 317
 OKLAHOMA CITY, OK 73102

Requisition Link

Requisition Total

63852.00

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

Amount Remaining Budget