

County Request No. 298

REQUEST FOR LEGAL SERVICES

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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: 05/09/2025 Department: District 2

State the nature of the legal request: _____

Review as to legality and form - FY26 Lease Purchase Renewal between SNB Bank and the BOCC of Oklahoma County

RECEIVED

MAY 09 2025

CIVIL DIVISION
DISTRICT ATTORNEY

Brandi Mertens, Chief Deputy D2

County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 5/9/25

Ann E. H.
Assistant District Attorney

**Oklahoma County, Oklahoma
Lease Purchase Renewal**

This renewal is made this day of JULY 1, 2025 by and between the Board of County Commissioners of Oklahoma County, Oklahoma, designated throughout this agreement as the Lessee and SNB Bank designated throughout this agreement as the Lessor.

I. Equipment

Subject to the terms and conditions as set forth in this agreement, the Lessor leases to the Lessee the following described Equipment, all of which shall be designated throughout this instrument as the "Equipment;"

Make <u>2019 CATERPILLER</u>	Model <u>950 GC Wheel Loaders Stock# C97384</u>	Description <u>SERIAL#0M5T01710</u>
Quantity <u>1</u>	Unit Price <u>\$209,375.00</u>	Lease Purchase Price <u>\$209,375.00</u>

II. Payment of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the Equipment, the Lessee promises to pay the Lessor for the Equipment, the sum of \$3,214.05 monthly during the term of this agreement or any renewal of the agreement.

III. Lease Term

This lease shall commence on the date the Equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the fiscal year of the County of Oklahoma County during which the lease is commenced.

IV. Option to Renew:

The Lessee is hereby granted six (6) successive options to renew this lease for additional terms not to exceed one fiscal year, plus one final option to renew this lease for a period of six (6) months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title to Equipment

The Equipment is and shall at all times during the term of this lease and any renewal term remain the sole property of the Lessor and the Lessee shall have or acquire no right, or title to Equipment until the final payment is made.

VI. Option to Purchase

In the event the Lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the Equipment. In the alternative, the Lessee, at its sole and exclusive option, may purchase the Equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor of the Lessee's intent to purchase accompanied by a single, final payment of the purchase price of said Equipment, plus interest from the effective date hereof to the date of purchase, less an amount equal to the sum of all lease payments made under the terms of this Agreement. In the event the Lessee shall exercise any option to purchase the Equipment, the Lessor assigns to the Lessee all rights and claims which the Lessor may have or acquire arising under the antitrust laws of the United States or any State regarding the Equipment purchased under the terms of this agreement.

VII. Deliver and Return of Equipment

The Lessor shall bear all costs of shipping and delivering the Equipment to the Lessee. Installation costs, if any, shall be borne by the Lessor. The Equipment shall be delivered to or installed at the location designated by the Lessee. Upon termination of this lease for any reason, unless the Lessee shall have exercised an option to purchase the Equipment in accordance with the terms and conditions set forth above, the Equipment shall be returned to the Lessor at the expense of the Lessor.

VIII. Repairs and Maintenance

The Lessee shall maintain the Equipment in good working order and shall make all necessary routine adjustments and repairs, as a result of fair wear and tear, all at the expense of the Lessee. The Lessor and the Lessee may provide for the maintenance and repair of the Equipment by separate written agreement, and in the event they make such agreement, its terms shall supersede and replace the provisions of this paragraph of this lease.

IX. Taxes

The Lessor shall forthwith pay all taxes which may be imposed upon it with respect to the Equipment.

X. Insurance

The Lessee, Oklahoma County, is self-insured.

XI. Patents

In the event any suit is instituted against the Lessee which is based upon any claim that any of the Equipment is implicated in an infringement of any provision of the United States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgment against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement, the Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by the Lessee. Subject only to the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as is described above. In the event of any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and at the Lessor's expense:

1. Obtain for the Lessee the right to continue to use the Equipment;
2. Replace or modify the Equipment in a manner acceptable to the Lessee so that the Equipment no longer infringes any provision of patent Law.

XII. Funding

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that the funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a fiscal year to fiscal year basis by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not been appropriated to make the payments required under the terms of this agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give thirty (30) days written notice of termination to the Lessor.

XIII. Assignment

The Lessor may, with the prior written approval of the Lessee, assign its right to receive payment of lease due under the terms of this agreement. However, any such assignment shall not relieve the Lessor of its responsibilities to perform the duties and obligations imposed upon it by this agreement.

XIV. Road Machinery and Equipment

If the terms of this agreement are in regards to road machinery or Equipment, the Lessee assumes all risk and liability for and shall hold the Lessor harmless from all damages to property and injuries and death to persons arising out of the use, possession or transportation of said road machinery or Equipment.

XV. Entire Agreement of the Parties and Severability

Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written agreement of the Lessor and Lessee. If any provision of the agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

XVI. Choice of Law

This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event that any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for Oklahoma County (Leasing County), State of Oklahoma.

**Approved by Board of County Commissioners
Oklahoma County**

ATTEST:

County Clerk

Date

Lessor: SNB Bank

Title

Date

Bill To OK COUNTY - DISTRICT 2 7105 S. ANDERSON ROAD OKLAHOMA CITY, OK 73150	Requisition 12600035-00 FY 2026 Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065d2brajoh Status: Created
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Vendor
 SNB BANK NATIONAL ASSOCIATION
 PO BOX 39

Ship To
 OK COUNTY - DISTRICT 2
 7105 S. ANDERSON ROAD

OKLAHOMA CITY, OK 73150

SHATTUCK, OK 73858

Tel#580-938-2571

Deliver To
 OK COUNTY - DISTRICT 2
 7105 S. ANDERSON ROAD

OKLAHOMA CITY, OK 73150

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/09/25	003854				District #2

LN Description / Account	Qty	Unit Price	Net Price
001 2019 Caterpillar Model 950 GC Wheel Loader Lease	38568.60 EACH	1.00000	38568.60

Ship To
 OK COUNTY - DISTRICT 2
 7105 S. ANDERSON ROAD
 OKLAHOMA CITY, OK 73150

Deliver To
 OK COUNTY - DISTRICT 2
 7105 S. ANDERSON ROAD
 OKLAHOMA CITY, OK 73150

Requisition Link

Requisition Total

38568.60

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

Amount Remaining Budget