

County Request No. _____

818

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: 12/9/2025 Department: MIS

State the nature of the legal request: Please review the FY2025-2026 Amended
Renewal for Midcon. The change for this is to move our rack to a cage where it enables
24/7 access bringing the total annual cost to \$61,518.00 in addition to a one-time set
up fee of \$1,610.00.

RECEIVED

DEC 09 2025

CIVIL DIVISION
DISTRICT ATTORNEY

Signature



Reply of District Attorney's Office: _____

approved

Date of Reply: _____

12 / 9 / 2025

Assistant District Attorney

OKLAHOMA COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

AMENDED 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

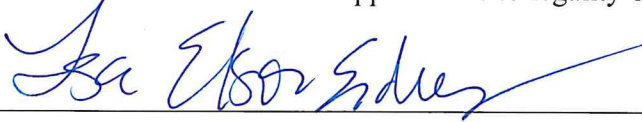
and the **VENDOR:** **MIDCON Recovery Solutions, LLC**
Address: 13431 Broadway Extension Ste 115
Oklahoma City, OK 73114

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.



Assistant District Attorney

12/9/2025

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 quotes 113 and 114

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, 2025** and shall terminate on **June 30, 2026**. 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 \$5,168.00 per month beginning January 1st, 2026 through June 30, 2026 which will make the amended annual total \$61,518.00.
In addition, there will be a one time set up fee in the amount not to exceed \$1,610.00.

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:

By:

Attest or Notary:

Requisition Number _____

Blanket Purchase Order Number _____

MIDCON Recovery Solutions, LLC

13431 N Broadway
Suite 115
Oklahoma City, OK 73114
USA

Voice: 405-478-1234

Fax: 405-705-9998

QUOTATION

Quote Number: 113

Quote Date: Nov 14, 2025

Page: 1

Quoted To:

Oklahoma County MIS
320 Robert S. Kerr Room 321
Oklahoma City, OK 73102

Customer ID	Good Thru	Payment Terms	Sales Rep
P0211	12/14/25	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
2.00	ESU-1	One-time Setup Fee - Redundant 30A/208V Power Circuits	1,200.00	2,400.00
1.00	ESU-1	One-time Setup Fee - Cage, Rack, and Cabling Setup	500.00	500.00
1.00	ESU-1	One-time Fee - 24 x 48 in 42U Server Cabinet	1,110.00	1,110.00
1.00	ESU-1	Power Circuit Setup Fee Waived	2,400.00	-2,400.00
			Subtotal	1,610.00
			Sales Tax	
			TOTAL	1,610.00

MIDCON Recovery Solutions, LLC

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Oklahoma City, OK 73102

Customer ID	Good Thru	Payment Terms	Sales Rep
P0211	12/14/25	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
2.00	SR-5	42U Server Cabinet with Redundant 30/208V Power Circuits in Private 9'x9' Cage	1,725.00	3,450.00
1.00	BW-1Mb-6	Cross-connect Fee	155.00	155.00
1.00	TAPE-STORE	Onsite Rotation w/Bunkered Storage in Private Cage	428.00	428.00
1.00	DR-4S	35 DR Seats	1,135.00	1,135.00
			Subtotal	5,168.00
			Sales Tax	
			TOTAL	5,168.00