

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: 06/26/2025.

COUNTY DEPARTMENT MAKING REQUEST: Facilities Management

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

Please review service agreement between the PBA and Prosecur Services Group, Inc for security services in Metro Parking. Pending encumbrance of at 70% split with the BOCC.

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).



COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____

Received

DISTRICT ATTORNEY

By: 

RECEIVED

JUN 26 2025

CIVIL DIVISION
DISTRICT ATTORNEY

OKLAHOMA COUNTY, OKLAHOMA
PUBLIC BUILDING AUTHORITY

STANDARD SERVICE CONTRACT BETWEEN THE PBA AND VENDOR

CONTRACT made as of the 1st day of July 2025

BETWEEN the PBA: The Public Building Authority
321 Robert S. Kerr
Oklahoma City, Oklahoma 73102

on behalf of: Oklahoma County Facilities Management
Telephone Number: 405 713 1827

and the VENDOR: Prosecur Services Group, Inc.
Address: 1900 Northwest Expressway Suite #510
Oklahoma City, OK 73118
Contact Person: Alexander Edwards (alex.edwards@prosecur.com)
Telephone Number: (405) 409-0150

For the following services:

Unarmed CLEET certified security guard services for the PBA.

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


Assistant District Attorney

6/27/25
Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

Standard contract consisting of 4 pages

ARTICLE 1
SERVICES

The Vendor shall supply the following services as required by the Contract and Bid Specifications: Prosecur Services Group, Inc agrees to provide labor and materials to complete the following services as described below and further outlined in Attachment A.

- 1) 24/7 security patrols by unarmed CLEET certified security officer.
- 2) 12/7 security camera watchman by unarmed CLEET certified security officer.
- 3) Two (2) Golf Carts
- 4) Additional responsibilities as defined by site-specific needs

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 services of this as follows:

Unarmed: \$23.28/Hr
Supervisor: \$24.28/Hr
Holiday: \$35.31/Hr
2 Golf Cart: \$850/mo
Further outlined in Attachment A

Total Cost of Contract not to exceed \$225,989.24

Payment due within forty-five (45) days of receipt of statements indicating the work performed. If this contract is canceled before June 30, 2026, the PBA agrees to pay for all services actually rendered at the above rates.

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. For the contract period 7/1/2025 through 6/30/2026 the encumbered amount will be \$225,989.24

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____.

PUBLIC BUILDING AUTHORITY
OKLAHOMA COUNTY, OKLAHOMA

Approved by County Dept.:

Director

Chairman


Member

Member

ATTEST:

County Clerk

VENDOR: Prosecur Services Group, Inc.

By: 
Joel Forbes, Senior Vice President, South Central

Cost Proposal and Invoicing

Position	Hours Per Week	Pay Rate	Billing Rate
Ok County Unarmed +2 Golf Carts + 6 Holidays	252 Hours a week Pops=\$150/month 2 Golf Carts=\$850/month	Unarmed (\$23.28) 212 Sup (\$24.28) 40 Holidays (144x\$35.31)	212x23.28= \$256,638.72 (40x24.48)=\$50,918.40 850x12=\$10,200 Holidays=\$5,084.64
Estimated Annual Cost			\$322,841.76

Overview of Costs

This Contract is Valid starting July 1st 2025-June 30th 2026

PBA: 70% - \$225,989.24

Bocc: 30% - \$96,852.52

Please note, the pricing excludes any applicable taxes such as sales tax, local, county, state, or federal, gross revenue tax, or use tax.

Our pricing is based on Net-45 payment terms. Should (Oklahoma County) seek to modify these payment terms, Prosecur reserves the right to reassess the billing rates accordingly.

Invoicing Fees: The pricing provided by Prosecur excludes any charges related to invoicing systems like Ariba, Coupa, Oracle Procurement Cloud, or other similar procurement and supplier management programs. Should the (Oklahoma County) decide to utilize any of these systems, Prosecur retains the right to revise the pricing in order to accommodate the associated expenses incurred during the billing process.

Overtime: Prosecur will charge 1.5 times the regular billing rate when short-term, short-notice overtime coverage is requested and approved by the (Oklahoma County).

Holiday Pay and Billing: Prosecur observes the dates below as holidays, and guards working on those days will receive overtime pay.

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

The above noted holidays are not included in the regular bill rate and any holiday worked will be billed separately.

Background Screening: The bill rates include the costs of drug screening and annual background searches. Any non-standard background screening costs, such as physical fitness tests, would require adjustments to the above noted billing rates.

Employee Wages: Prosecur firmly believes that the aforementioned wages will effectively attract and keep highly skilled talent. In the event that the (Oklahoma County) desires to retain current staff

members at increased wages, we will engage in further discussions following notification of the contract award.

Employee Uniforms: All uniform costs are included in the billing rates and include items such as shirts, pants, ties, blazers, knit and baseball caps, badges, belts, and coats. Prosecur will provide the requested uniforms and identification. Employees are not responsible for the cost of uniforms but are expected to care for and clean the assigned uniforms. Our local office will ensure an adequate supply of uniforms and replacements for damaged or worn-out uniform components will be readily available.

Employee Training: The billing rate covers all training necessary for security guards to obtain their state security license (where applicable) and includes Pre-assignment, Prosecur company orientation training, On-the-job training, site specific training, and annual refresher training. While specialized training is available, it is not included in the pricing. Any additional training will be invoiced separately as incurred.

Medical Benefits: The above noted billing rates include the costs associated with healthcare benefits. Prosecur complies with the Affordable Care Act (ACA) regulations and offers ACA-compliant medical plans. As such, if there are any changes to the law, Prosecur will make the necessary pricing adjustments with prior notification to the client, accompanied by appropriate documentation.

Vacation: Paid vacation hours for employees have been factored into the billing rates. Prosecur will work with (Oklahoma County) to honor any accrued vacations for existing security staff that the client wishes to retain. If Oklahoma County requests a more extensive vacation schedule, Prosecur is open to discussing and adjusting the bill rates accordingly.

Requests for Additional Coverage: In the event of an emergency or disaster such as a flood, tropical storm, or hurricane, Prosecur can provide additional resources to meet the security requirements of (Oklahoma County). The charges for these requests will be agreed upon in writing beforehand through mutual consent and may encompass higher hourly rates, travel costs, accommodation expenses, and meal provisions.

Cost Increases: After discussing with (Oklahoma County), Prosecur may adjust the bill rates to account for increases in costs related to healthcare benefits, labor, and other expenses due to changes in local, state, or federal laws/regulations, Collective Bargaining Agreements, or government taxes. As these costs are often unforeseen and legally mandated cost increases, our purpose is to have the ability to discuss with (Oklahoma County).

The pricing provided is assumed for services to start in 2025 and is valid for 120 days after the submission of this proposal.

- 9.1 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

- 9.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such a termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 9.3 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

Bill To
METRO PARKING
321 ROBERT S. KERR

OKLAHOMA CITY, OK
73102

Requisition 12600589-00 FY 2026

Acct No:
UNDEFINED ACCOUNT.
Review:
Buyer: 6065mparihya
Status: Created

Page 1

Vendor
PROSEGUR SERVICES GROUP INC
598 HILLSBORO TECHNOLOGY DR

Ship To
METRO PARKING
321 ROBERT S. KERR

OKLAHOMA CITY, OK 73102

DEERFIELD BEACH, CL 33441

Tel#800-405-1832

Deliver To
METRO PARKING
321 ROBERT S. KERR

OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department	
06/23/25	1005390				Metro Parking Garage	
LN Description / Account				Qty	Unit Price	Net Price
001 security services split 70% PBA 30% BOCC PBA 07/01/2025				225989.24 EACH	1.00000	225989.24

Ship To
METRO PARKING
321 ROBERT S. KERR
OKLAHOMA CITY, OK 73102

Deliver To
METRO PARKING
321 ROBERT S. KERR
OKLAHOMA CITY, OK 73102

[Requisition Link](#)

Requisition Total

225989.24

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

Amount Remaining Budget