Authority Request No.

# 424

### 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 priviledge. Opinions that are privileged should not be disclosed to anyone or the priviledge 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:	6/11/2025	Department: Benefits and Retirement
State the nature of	of the legal request:	Please review the attached agreement between Xerox
Business Solutions	and Oklahoma County t	o be effective July 1, 2025, as to form and legality.
	RECEIVED	
	IUN 12 2025	
DIST	IVIL DIVISION RICT ATTORNEY	Jon Wilkerson Signature
		Signature
Reply of District A	attorney's Office:	
Reply of District A		
Reply of District A		ille C
Reply of District A		

#### OKLAHOMA COUNTY, OKLAHOMA

#### **BOARD OF COUNTY COMMISSIONERS**

#### STANDARD LONG TERM LEASE CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the	1st	day of	July	_, 2025				
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 Contact Person. Telephone Number	Oklahoma County Benefits - Pharmacy (County Dept.)  Karole Pittman, Pharmacy Business Manager (405)713-2222							
and the VENDOR: Address	Xerox Business Solutions Southwest 820 W Sandy Lake Rd #110 Coppell, TX 75019							
	Lorri Elpers Lorri Elpers@xe	erox.com						
for the 1-year maintenance le	ase of the follow	ing items						
Xerox Altalink C8045 Multif	unctional Copier	N STOCK CONTRACTOR AND STOCK OF THE PARTY OF						
Country of State Country		21.01						
County or State Contra	ct Number 29	31-01						
This contract has been exami County.  Assistan	t District Attorne	L 8	0/10/	Strict Attorney, Oklahoma  Date				
THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.								

Standard contract consisting of 3 pages with \_\_1\_\_ page of attachments

#### ARTICLE 1 EQUIPMENT LEASED

The Vendor shall supply the following equipment to the County (describe item/s and serial numbers/s)

Maintenance for the Xerox copier C8045 billed under the following terms. b/w pages billed at \$0.0075 per copy and all color billed at \$0.040 per copy. Maintenance will include all parts, service, supplies and service calls. Installation and network setup included

### 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 <u>July 1, 2025</u> and by operation of Article 10 Section 26 of the Oklahoma Constitution, shall terminate at the end of the fiscal year on <u>June 30, 2026</u> County shall have the right to renew this Contract for successive annual renewal periods Each annual renewal period shall expire on the last day of the then current fiscal year of County It is the present intent of the County to continue this lease for an additional <u>1</u> fiscal years. However, in order for the contract to be continued the contract must be renewed on July 1 or thereafter of each succeeding fiscal year by an affirmative action of the Board of County Commissioners. Pursuant to 62 O S §430 1 in no event shall the County's obligation be deemed to continue past the end of the County's fiscal year ending June 30 of every year, nor shall County be deemed to be indebted beyond the indebtedness created by each fiscal year's obligation

It is agreed between the parties 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 thirty day written notice and may terminate immediately if Vendor breaches any of the terms of this contract

### ARTICLE 4 CONTRACT AMOUNT

The County shall pay the Vendor for the maintenance of this equipment as follows: Twenty-One dollars and 0/100 \$21 00) per month for b/w copies (based on an estimated 3000 pg per month), plus a year total of \$40.00 for color (based on an estimated 1000 pgs for the year) for an estimated use total of \$292 00 Any additional funds will be encumbered as necessary and this agreement modified.

## 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 assued by Oklahoma County as set out below

For the contract period of 7/1/25 through 6/30/26 the amount of encumbrance will be \$292.00.

#### 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

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day of, 20
BOARD OF COUNTY COMMISSIONERS OKLAHOMA COUNTY, OKLAHOMA
Chairman
STATE OF THE PARTY
VENDOR Xerox Business Solutions
TAL PATEL By: v ID # 124405090 ovember 27, 2026
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Bill To

OK COUNTY SOCIAL SERVICES 5905 N CLASSEN CT

SUITE 302

OKLAHOMA CITY, OK

73118

Requisition 12600369-00 FY 2026

Acct No:

UNDEFINED ACCOUNT.

Review:

Buyer: 6065sskarpit

|Status: Created

Page 1

Vendor

DAHILL OFFICE TECHNOLOGY CORP

PO BOX 205354

DALLAS, TX 75320-5354

Te1#210-805-8200

Ship To

OK COUNTY SOCIAL SERVICES

5905 N CLASSEN CT

SUITE 302

OKLAHOMA CITY, OK 73118

Deliver To OK COUNTY SOCIAL SERVICES

5905 N CLASSEN CT SUITE 302

OKLAHOMA CITY, OK 73118

Date Ordered	Vendor  Date  Number  Requi	Ship  red  Via	  Terms	  Department			
06/10/25	003512		Social Services				
LN Description / Account		Qt	/ Unit Price	Net Price			
001 Blanket	Notes  maintenance - SW - SW1034X - Cop ance FY2026	/1034X ier	292.00 EAC		292.00		

Ship To OK COUNTY SOCIAL SERVICES 5905 N CLASSEN CT SUITE 302 OKLAHOMA CITY, OK 73118

Deliver To OK COUNTY SOCIAL SERVICES 5905 N CLASSEN CT SUITE 302 OKLAHOMA CITY, OK 73118

Requisition Link

Requisition Total

292.00

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

Amount Remaining Budget

Account