

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: 06/10/2024 Department: Planning

State the nature of the legal request: _____

Please review the contract as to form and legality.

RECEIVED

JUN 10 2024

**CIVIL DIVISION
DISTRICT ATTORNEY**

Erik Brandt

County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 6/10/24 *John Egan*

Assistant District Attorney

OKLAHOMA COUNTY, OKLAHOMA

BOARD OF COUNTY COMMISSIONERS

STANDARD CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the 1st day of July, 2024

BETWEEN the **COUNTY:** The Board of County Commissioners of the
Address: County of Oklahoma

on behalf of: Oklahoma County Planning Department
320 Robert S. Kerr, Suite 201
Oklahoma City, OK 73102

Contact Person: Markita Epps
Telephone Number: (405) 713-1464


and the **VENDOR:** ATM ONE, Inc.
Address: 1611 S. Utica, #194
Tulsa, Oklahoma 74104

Contact Person: Gary Watkins
Telephone Number: (918) 629-3130

For the following maintenance or services:

To provide credit card processing equipment and service

This contract has been examined and approved as to legality by the District Attorney of Oklahoma County.


Assistant District Attorney

6/10/24
Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.



ARTICLE 1
PRODUCT/SERVICES

The Vendor shall supply the following products and services as required by the Contract and Bid Specifications (if applicable):

Payment transaction processing services at a fixed rate of 3.00% per transaction; Next day funding; Equipment and other hardware/software necessary to process payment transactions at no charge; Same day equipment replacement; 24/7 Customer Service; Web based reporting;

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, 2024 and shall terminate on June 30, 2025. The Contract is renewable for an additional four years upon written agreement by both parties.

Unless terminated earlier, this contract will automatically terminate at the end of the current fiscal year (June 30, 2025) pursuant to Article 10, Section 26 of the Oklahoma Constitution.

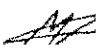
It is agreed that the County may terminate this contract at any time before the end of the fiscal year for any reason after giving the Vendor a 30-day written notice of termination. It is further agreed the County may terminate this Contract immediately if the Vendor fails to provide services in accordance 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 equipment as follows: No Charge for equipment or installation; Transaction fee of 3.00% shall be paid by the customer at point of sale.

ARTICLE 5
MISCELLANEOUS PROVISIONS

The PCI Security Standards Council ("PCI SSC") was founded by American Express, Discover Financial Services, JCB, MasterCard Worldwide and Visa, Inc. All five founders agreed to incorporate PCI Data Security Standards ("PCI DSS") as the technical requirements of each of their data security compliance programs. The PCI SSC is responsible for the Payment Application Data Security Standard ("PA-DSS") and PIN Transaction Security Requirements for PIN-Entry Devices ("PED").



ARTICLE 6
BLANKET PURCHASE ORDER

This contract is null and void unless the amount of the contract has been encumbered by the Oklahoma County Planning Department. 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 _____, 2024

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Approved by County Dept.:

Chairman

Stacey Trumbo, P.E., County Engineer

ATTEST:

Oklahoma County Clerk

VENDOR:
ATM ONE, INC.

By:  _____

Attest or Notary:

Requisition Number: *N/A*
Blanket Purchase Order Number: *N/A*

