

County Request No. 477

**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: 06/22/2026 Department: Assessor

State the nature of the legal request: \_\_\_\_\_

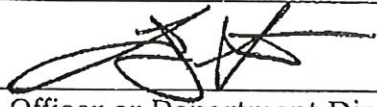
Please review the annual agreement with Midcon for FY 26/27. (A copy of prior year's contract is attached).

Please contact either Gretchen Crawford (x1238) or Marci Hoffman (x1203) with any questions. Thank you.

RECEIVED

JUN 22 2026

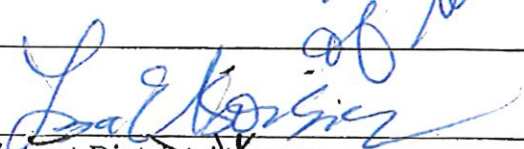
CIVIL DIVISION  
DISTRICT ATTORNEY

  
\_\_\_\_\_  
County Officer or Department Director

Reply of District Attorney's Office: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*OK as form +  
to if legality  
of renewal*

Date of Reply: 6/22/2026   
\_\_\_\_\_  
Assistant District Attorney

## STORAGE SPACE AGREEMENT

This STORAGE SPACE AGREEMENT (this "Agreement") is made and entered into as of July 1, 2026 (the "Effective Date") by and between Oklahoma County Assessor("Company"), and MIDCON Data Services, LLC, an Oklahoma limited liability company ("MIDCON").

For good and valuable consideration, the Company and MIDCON agree as follows:

1. Storage Space. MIDCON agrees to provide to the Company for its storage use, certain storage space ("Storage Space"), inclusive of media storage space for use of tape and humidity sensitive media storage (the "Media Vault"), in the storage area of one or more of MIDCON's storage facilities (collectively, the "Building"). MIDCON reserves the right to designate the Storage Space within the Building and represents that the Building is and shall be suitable for the secure storage of the Company's stored materials, (collectively, the "Materials"). MIDCON agrees to furnish suitable storage racks, cabinets, and other facilities for the storage of the Materials. MIDCON reserves the right to determine, in its sole discretion, the location of all Materials stored in the Storage Space. The Company warrants that it has inspected the Storage Space prior to execution of this Agreement, and that the Storage Space is suitable and satisfactory for all intended purposes.

2. Condition. MIDCON agrees to provide the Storage Space with all necessary heat, electrical power, lighting, air conditioning, and humidity levels as determined by MIDCON from time to time in accordance with applicable industry standards. MIDCON shall provide a monitored security system for the Building to detect fire or burglary.

3. Destruction. MIDCON offers a full range on in-house certified data destruction services, which include document shredding, magnetic media destruction, and hard drive destruction. If the Company elects to use a different destruction provider other than MIDCON, none of these services may be rendered on MIDCON properties.

4. Term. The initial term of this Agreement shall be for 1 year commencing on the Effective Date and ending on June 30, 2027 (the "Initial Term"). Upon the expiration of the Initial Term, the Agreement may be renewed, upon the same terms and conditions, for successive one-year terms upon approval of the Board of County Commissioners.

5. Fees. In consideration of the Storage Space provided by MIDCON to the Company and for the services performed by MIDCON under this Agreement, the Company shall pay MIDCON fees in the amounts and as provided on Exhibit "A". MIDCON may upon issuance of a written notice change fees associated with a Renewal Term before the beginning of the Renewal Term.

6. Staff. MIDCON agrees to provide sufficient, qualified staff with the expertise necessary to provide all of the services specified to be provided by MIDCON under this Agreement, including, without limitation, those services enumerated on attached Exhibit "A".

### 7. Storage, Access and Inventory of Materials.

a. Company Representatives. The Company acknowledges that MIDCON provides storage space to other users within the Building and that the Company's access to the Building and the Storage Space is not exclusive; provided, MIDCON agrees that no person shall have access to the Materials except for (i) employees of MIDCON as necessary under this Agreement and (ii) authorized representatives of the Company. The Company shall designate in writing its representatives that shall be in charge of the Materials. Such designated representatives shall keep MIDCON advised in writing as to the persons having the Company's permission to enter the Storage Space, by completion of an Authorization Form, a copy of which is attached hereto as Exhibit "B". Persons entering the Storage Space shall be required to sign in and out, and to sign for withdrawals of any Materials. The Company shall notify MIDCON of those persons, including the Company representatives, who no longer have the Company's permission to enter the Storage Space.

b. Inventory Control. MIDCON agrees to create, maintain and update a computer system that is capable of producing an electronic and/or paper copies of a Microsoft Access compliant spreadsheet for the Materials which, at a minimum, lists, identifies, sorts and cross-references to the Company provided reference numbers all inventoried files, counting files, date of file creation, dates accessed, date of check out and return, and persons to whom the file was checked out.

c. Hours of Access. The Company's authorized parties shall have access to the Storage Space without prior notice during regular business hours defined as being between 8:00 a.m. and 5:00 p.m. (CST) on Monday through Friday, excluding holidays as identified by MIDCON from time to time. Access to the Storage Space during times

other than regular business hours shall be available only (i) by special arrangement between authorized Company representatives and MIDCON, provided, if such arrangements are made verbally, they shall be confirmed in writing within forty-eight (48) hours and (ii) at such additional fees as enumerated in Exhibit "A".

8. **Termination; Early Termination.** If either party defaults or breaches any of the terms or conditions of this Agreement, excluding any monetary obligation, or either party receives notice of insolvency or the voluntary or involuntary filing of any bankruptcy of the other party (the "Default"), and the Default continues for a period of ten (10) days after written notice specifying the Default is provided, the non-defaulting party may terminate the Agreement for said Default. Upon such termination, this Agreement and all privileges granted hereunder shall cease. If the Company elects to terminate this Agreement prior to the end of the Initial Term or any Renewal Term, the Company must provide MIDCON with prior written notice of no less than sixty days.

9. **Indemnification.** MIDCON shall and does hereby agree to indemnify, hold harmless and release the Company from and against any and all claims, losses, damages, demands, causes of action, suits, judgments, and liability of any kind, including costs or expenses (including reasonable attorney's fees, court costs, or expenses of litigation), incurred by the Company as a result of, or directly or indirectly based upon, arising out of, or related to, this Agreement, including, without limitation, any inaccuracy in or breach or nonperformance of any of the representations, warranties, covenants, or agreements made by MIDCON in or pursuant to this Agreement. However, notwithstanding the foregoing, MIDCON shall not be liable to the Company under any circumstance with respect to consequential, punitive, special, incidental, indirect loss or damages, loss of profits, or loss of revenue, under this Agreement.

10. **Other Terms and Conditions; Schedules and Exhibits.** There are certain other terms and conditions set forth on Schedule I of this Agreement. These other terms and conditions constitute a part of this Agreement and are incorporated herein by reference. Further, each schedule and exhibit attached to this Agreement constitutes a part of this Agreement and are incorporated herein by reference.

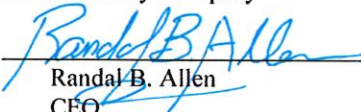
IN WITNESS WHEREOF, the parties to this Agreement execute it effective as of the Effective Date.

By: \_\_\_\_\_  
*Representative Name*

\_\_\_\_\_  
**Print Name**

Address:  
\_\_\_\_\_  
\_\_\_\_\_

MIDCON Data Services, LLC  
a Limited Liability Company

By:  \_\_\_\_\_  
Randal B. Allen  
CEO  
MIDCON Inc.

Notice Address:  
MIDCON Data Services, LLC  
Attn: Mr. Randal B. Allen  
13431 N. Broadway  
Oklahoma City, Oklahoma 73114  
Facsimile No. (405) 478-4442

Board of County Commissioners  
OKLAHOMA COUNTY, OKLAHOMA

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
District Attorney

PO No. \_\_\_\_\_

Schedule 1

OTHER TERMS AND CONDITIONS

1. Insurance. MIDCON, at its sole expense, shall obtain and maintain with insurers licensed to do business in the State of Oklahoma, and/or self-insure, casualty and liability coverage for the Building and the Storage Space at MIDCON's sole expense. The Materials stored in the Storage Space shall not be insured by MIDCON, nor shall the fees paid by the Company to MIDCON include payment for insurance. The Company, at its sole expense, shall obtain and maintain with insurers licensed to do business in the State of Oklahoma casualty coverage for all Materials stored in the Storage Space, including, without limitation, the Media Vault.
2. Confidentiality. MIDCON acknowledges that some or all of the Materials may be proprietary and/or confidential in that the information contained in the Materials is not generally known to the public or by competitors of the Company and derives its value from remaining undisclosed (the "Confidential Information"). MIDCON agrees that, without the prior written consent of the Company, it shall view and index the contents of the Materials only as necessary to perform the services required under this Agreement. MIDCON hereby covenants and agrees to use MIDCON's best efforts and exercise utmost diligence to protect and safeguard the Confidential Information. MIDCON further agrees and covenants that, without the Company's prior written consent, except as may be required (i) by this Agreement, or (ii) by legal process, provided that before making such disclosure, MIDCON shall advise the Company and shall fully cooperate in any legal action the Company may elect to pursue to prevent such disclosure. If storing magnetic data in the form of tapes or cartridges, the Company will take reasonable steps to encrypt data, using current Information Technology standard practices, on any digital media being stored or handled by MIDCON and confirm that they are aware of the risks of not encrypting by signing Data Encryption Risk Acceptance form Exhibit "C". If the Company chooses not to encrypt data, their representative will so designate on same form.
3. Taxes. Company is Tax Exempt.
4. Third Party Materials. In the event that the Company is not the sole owner of the Materials stored in the Storage Space, the Company warrants that the storage of Materials, and all other acts done in respect to such Materials by either the Company or MIDCON (at the Company's direction), shall not exceed the right or authority of the Company with respect to Materials.
5. Assignment. MIDCON may assign this Agreement without the prior consent of the Company in connection with a sale of MIDCON's business (whether by an asset or stock sale or otherwise) or in connection with a merger or reorganization of MIDCON. The Company shall not assign this Agreement without MIDCON's prior written consent. As a part of a permitted assignment, the assignee shall assume all obligations of the assignor under this Agreement.
6. Waiver. No failure to exercise or delay in exercising any right hereunder on the part of any party shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.
7. Amendment. Except as set forth herein, this Agreement may be amended only by an instrument in writing signed by both parties.
8. Governing Law. This Agreement shall be governed by the laws of the State of Oklahoma.
9. Notices. All notices and communications shall be in writing and sent by facsimile or certified mail, return-receipt requested to the address set forth below the signature lines and shall be deemed to have been delivered on the date received.
10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

EXHIBIT "A"

# 1.0 Rates and Conditions for Data Storage and Handling Services (Boxes, Files, X-Rays)

(Rates subject to change upon written notice)

| Category | Definition              | Size   | Standard Rate (\$/month)                 |
|----------|-------------------------|--|--|
| Storage  | Standard Size Container | 10"H X 12"W X 15"D (1.20 cu. ft.)  | 0.36/bx                                  |
| Storage  | Letter Size Container   | 10"H X 12"W X 24"D (1.66 cu. ft.)  | 0.75/bx                                  |
| Storage  | Legal Size Container    | 10"H X 15"W X 24"D (2.08 cu. ft.)  | 1.49/bx                                  |
| Storage  | Other                   | Items of varying size and weight – pricing dependent on size and handling requirements | TBD                                      |
| Category | Activity                | Definition   | Rate (\$/Activity)                       |
| Service  | Retrieval               | charge for pulling files or containers from inventory                                  | 2.28 per item                            |
|          |                         | Rush Retrievals (2 hr., same day, after hours)   | 6.08 per item                            |
| Service  | Refill                  | charge for returning file or container to inventory                                    | 2.28 per item                            |
| Service  | Inventory               | Charge for populating 2 fields of information for each box, file or X-ray              | 2.28/box                                 |
| Service  | Pickup / Delivery       | Next Day Standard physical delivery or pickup ( 15-mile radius from Storage Building)  | 24.31 first item<br>1.52 each add'l item |
| Service  | Removal                 | Permanent Removal (x-rays, files and boxes)  | 6.087 per item                           |
| Service  | Hourly Labor            | Hourly Labor Rate  | 46.03 / hour                             |
| Service  | On-Demand Scanning      | Scan up to legal size paper documents and provide electronic delivery                  | 0.29 per image                           |

Conditions

Minimum Monthly Storage Fees. The Company agrees to a minimum monthly storage fee for document storage of Eighty-five and 00/100s (\$85.00) (the "Monthly Fee") and if applicable, the Company agrees to a minimum monthly storage fee for media vault storage of One Hundred Ninety-five and 00/100s Dollars (\$195.00) (the "Monthly Fee").

Payment.

Monthly Fee. The Company agrees to pay MIDCON within 30 days of a proper invoice.

Billing

Monthly invoices will be provided in PDF format and emailed to the appropriate person for payment. A hard copy of the invoice can be mailed if preferred for an additional postage and handling fee of \$10.00.

# MIDCON AUTHORIZATION FORMS

## Exhibit "B"

### PROCEDURES FOR ADDING, CHANGING, OR DELETING AUTHORIZED EMPLOYEES FROM THE AUTHORIZATION LIST

There are two separate authorization forms to be on file for each customer. They are to be kept in the black file box located at the reception area desk.

#### 1) MANAGER / SUPERVISOR AUTHORIZATION FORM

This form is to be completed by the manager/supervisor(s) that will be authorized to make any necessary changes to the CUSTOMER INFORMATION ACCESS AUTHORIZATION FORM. Those employees listed on this form are authorized to add names, make changes to the employee information, user rights, or delete names from the authorization list. All of the information on the form must be completed for each employee listed.

#### 2) CUSTOMER INFORMATION ACCESS AUTHORIZATION FORM

This form is to contain all the names of employees from that particular company that are allowed to access boxes, files, magnetic media, or other items stored at MIDCON. This form is to be completed only by those listed on the MANAGER / SUPERVISOR AUTHORIZATION FORM. Access to information will not be granted to anyone not listed on this form. All of the information on the form must be completed for each employee listed.

**SPECIAL NOTE:** The authorization forms include an area to designate employee access to MCDS software and requesting rights.

**Level 0** – Courier Only

**Level 1** – Read only (user has search functions only). Cannot submit orders or request any data.

**Level 2** – General user - may search, request and return items to storage.

**Level 3** – Data entry – may add items for storage only

**Level 4** – File room clerk – search, add, request and return items to storage

**Level 5** – Admin File clerk – search, add, request, return items to storage and remove items

**Level 6** – Supervisor – All functions

**DEPT:** If your company has multiple departments, please write in the department(s) each user is allowed access to. If the client will be allowed to access all departments, please write "ALL".

Anyone requesting data that is not on the authorization list can be added at that time with a faxed request or e-mailed request. This request must be completed by one of the employees listed on the MANAGER / SUPERVISOR AUTHORIZATION FORM.

Electronic format copies of these authorization forms can be provided at your request.

MIDCON Data Services LLC  
401 West 33<sup>rd</sup> Street  
Edmond, OK 73013  
Tel. (405) 478-1234  
Fax (405) 478-4442

**MANAGER / SUPERVISOR  
AUTHORIZATION FORM**

TO: MIDCON Data Services, LLC  
401 West 33<sup>rd</sup> Street  
Edmond, Oklahoma 73013

FROM: \_\_\_\_\_  
\_\_\_\_\_

The following is a list of the employees who work in a supervisor's role are allowed to *add, change, or delete* users on the MIDCON Data Services, LLC authorization list. Changes can be faxed or e-mailed to MIDCON and must contain the information listed below.

Authorized By Manager:

\_\_\_\_\_  
Printed Name

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

1) \_\_\_\_\_  
Name of Employee Title e-mail address - required

\_\_\_\_\_  
Company Address City, State Zip Telephone

\_\_\_\_\_  
ADD CHG DEL Level: 0 1 2 3 4 5 6

DEPT: \_\_\_\_\_

2) \_\_\_\_\_  
Name of Employee Title e-mail address - required

\_\_\_\_\_  
Company Address City, State Zip Telephone

\_\_\_\_\_  
ADD CHG DEL Level: 0 1 2 3 4 5 6

DEPT: \_\_\_\_\_

3) \_\_\_\_\_  
Name of Employee Title e-mail address - required

\_\_\_\_\_  
Company Address City, State Zip Telephone

\_\_\_\_\_  
ADD CHG DEL Level: 0 1 2 3 4 5 6

DEPT: \_\_\_\_\_

# CUSTOMER INFORMATION ACCESS AUTHORIZATION FORM

TO: MIDCON Data Services, LLC

FROM: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The following is a list of the employees who are allowed to access information for the company listed above. Any changes in this list of authorized employees shall be effective only upon receipt of this form by an individual listed on the Add, Change, or Delete Authorization form by MIDCON Data Services, LLC. Changes can be faxed or e-mailed to MIDCON and must contain the information listed below.

Authorized By Supervisor: \_\_\_\_\_

Printed Name

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

1) \_\_\_\_\_  
 Name of Employee Title e-mail address - required

\_\_\_\_\_

Company Address City, State Zip Telephone

Level: 0 1 2 3 4 5 6

ADD CHG DEL DEPT: \_\_\_\_\_

2) \_\_\_\_\_  
 Name of Employee Title e-mail address - required

\_\_\_\_\_

Company Address City, State Zip Telephone

Level: 0 1 2 3 4 5 6

ADD CHG DEL DEPT: \_\_\_\_\_

3) \_\_\_\_\_  
 Name of Employee Title e-mail address - required

\_\_\_\_\_

Company Address City, State Zip Telephone

Level: 0 1 2 3 4 5 6

ADD CHG DEL DEPT: \_\_\_\_\_

4) \_\_\_\_\_  
 Name of Employee Title e-mail address - required

\_\_\_\_\_

Company Address City, State Zip Telephone

Level: 0 1 2 3 4 5 6



Bill To  
 OKLAHOMA COUNTY ASSESSOR  
 320 ROBERT S. KERR  
 SUITE 313  
 OKLAHOMA CITY, OK  
 73102

Requisition 12700362-00 FY 2027

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

Page 1

Vendor  
 MIDCON DATA SERVICES LLC  
 13431 N BROADWAY EXT  
 SUITE 115

Ship To  
 OKLAHOMA COUNTY ASSESSOR  
 320 ROBERT S. KERR  
 SUITE 313  
 OKLAHOMA CITY, OK 73102

OKLAHOMA CITY, OK 73114

Tel#405-478-1234 x703

Deliver To  
 OKLAHOMA COUNTY ASSESSOR  
 320 ROBERT S. KERR  
 SUITE 313  
 OKLAHOMA CITY, OK 73102

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department       |
|--------------|---------------|---------------|----------|-------|------------------|
| 06/11/26     | 003608        |               |          |       | Assessor Regular |

| LN Description / Account     | Qty             | Unit Price | Net Price |
|------------------------------|-----------------|------------|-----------|
| 001 BLANKET FOR STORAGE SVCS | 6500.00<br>EACH | 1.00000    | 6500.00   |

Ship To  
 OKLAHOMA COUNTY ASSESSOR  
 320 ROBERT S. KERR  
 SUITE 313  
 OKLAHOMA CITY, OK 73102

Deliver To  
 OKLAHOMA COUNTY ASSESSOR  
 320 ROBERT S. KERR  
 SUITE 313  
 OKLAHOMA CITY, OK 73102

[Requisition Link](#)

Requisition Total

6500.00

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

Amount Remaining Budget