OKLAHOMA COUNTY, OKLAHOMA

BOARD OF COUNTY COMMISSIONERS

STANDARD LONG TERM LEASE CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the _____day of _____, 2024. BETWEEN the COUNTY: The Board of County Commissioners of the County of Oklahoma 320 Robert S. Kerr, Rm. 101 Oklahoma City, Oklahoma 73102 Oklahoma County Assessor (County Dept.) on behalf of: Marci Hoffman, Purchasing/Payroll Director Contact Person: 405.713.1203 Telephone Number: Summit Mailing & Shipping aka and the VENDOR: **Quadient Leasing USA Inc.** Dept 3682 PO Box 123682 Dallas, TX 75312-3682 Stew Fleischman Contact Person: 405.509.6556 Telephone Number:

Long term lease of the following:

<u>1-iX-7 Series Base w/Mixed Size Feeder, Sealer, Crop Tray & Ink Cartridge, 1 IXDS7 Dynamic Weighing Platform for IX Series 7/7PRO Bases, & 1 IXWP10 10 lb. weighing platform</u>

State Contract Number: SW1008N.

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

istant District Attorney Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

ARTICLE 1 EQUIPMENT LEASED

The Vendor shall supply the following equipment to the County:

<u>1 – iX-7 Series Base w/Mixed Size Feeder, Sealer, Crop Tray & Ink Cartridge, 1 IXDS7 Dynamic</u> Weighing Platform for IX Series 7/7PRO Bases, & 1 IXWP10 10 lb. weighing platform

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, 2024</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, 2025</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 current fiscal year of County. However, 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 lease of equipment as follows: Three-Hundred Thirty-Two Dollars and Seventy Cents (\$332.70) monthly. The County shall pay Four (4) Quarterly payments @ Nine-Hundred Ninety-Eight Dollars and Ten Cents (\$998.10) Annual cost for lease shall be Three-Thousand Nine-Hundred Ninety-Two and Forty Cents (\$3,992.40).

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 of 7/1/2024 through 6/30/2025 the amount of encumbrance will be \$3,992.40 for the lease.

<u>ARTICLE 7</u>

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 July ____, 2024____.

BOARD OF COUNTY COMMISSIONERS OKLAHOMA COUNTY, OKLAHOMA

Approved by County De Chairman Larry Stein, County Assessor ATTEST: Scott Pomponio **CFO** County Clerk VENDOR: Quadient Leasing USA Inc. By: Attest or Notary My Commission Expires: 11 4/ Blanket Purchase order number: Requisition Number : ANTHONY KANLONG Notary Public Connecticut My Commission Expires Nov 30, 2026 3

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Bill To OKLAHOMA COUNTY ASSESSOR 320 ROBERT S. KERR SUITE 313 OKLAHOMA CITY, OK 73102				Requisition 12500592-00 Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065armarhof Status: Created					Page 1
Vendor QUADIENT LEASING USA INC DEPT 3682 PO BOX 123682 DALLAS, TX 75312-3682 Tel#203-301-3479					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								
Date Ordered	Vendor Number	Date Required	Ship Via		 Terms	Dep	artment		
	Number Required Via 001739				Assessor Regular				
LN Description / Account					Qty Unit Price			rice	Net Price
IX-7 SER SEALER, 1 DYNAMI	ONTH - BI IES W MIX DROP TRY (C WEIGHTN	AGREEMENT LLED QUART ED SIZED F & INK CART ING SCALE, ING PLATFO	LY FOR EEDER, RIDGE, & 1X		3992.40 EACł	С Н	1.0	0000	3992.40
320 ROBE SUITE 31	COUNTY A RT S. KER 3 CITY, OK	R							
320 ROBE SUITE 31	COUNTY A RT S. KER	R							
Requisition Link Requisition Total									3992.40
***** General Ledger Summary Section ***** Account							Amount	Remaini	ng Budget

County Request No._

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: 06/24/2024 Department: Assessor

State the nature of the legal request:_____

Please review the renewal agreement with Summit a/k/a Quadient Leasing for a

feeder/sealer/weighing platform for FY 2024-25. The agreement is identical to last year's. (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 24 2024

CIVIL DIVISION DISTRICT ATTORNEY

County Officer or Department Director

Reply of District Attorney's Office: ____

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Date of Reply: Assistant District Attor