County Request No. <u>482</u> 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: <u>06/30/2025</u>	Department: Engineering
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State the nature of the legal request:_____

Form and Legality standard contract renewal.

RECEIVED

JUN 3 0 2025

CIVIL DIVISION DISTRICT ATTORNEY

County Officer or Department Director

Reply of District Attorney's Office: _____

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Date of Reply: 7/(a5)Assistant District Attorney

OKLAHOMA COUNTY, OKLAHOMA BOARD OF COUNTY COMMISSIONERS STANDARD LONG TERM LEASE CONTRACT

CONTRACT as of the <u>1</u> day of <u>July</u>, 2025.

BETWEEN the COUNTY: The Board of County Commissioners of Oklahoma County 320 Robert S. Kerr, Suite 201 Oklahoma City, Oklahoma 73102

on behalf of:	Engineering Department
Contact Person:	Erin Moore, Engineering Department
Telephone Number:	(405) 713-1469

and the VENDOR: Address: **STANDLEY SYSTEMS, LLC** 26 E. Main Oklahoma City, OK 73104

Contact Person: Linda Helmer Telephone Number: 405-574-1163

This is a lease of and maintenance agreement for the following item:

HPZ6dr 44-in Plotter and Savin IM C4510

County or State Contract Number: <u>Statewide Contract No. SW1013S.</u>

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

ARTICLE 1 EQUIPMENT LEASED

The Vendor shall supply the following to the County:

<u>HPZ6dr 44-in Plotter Maintenance and supplies are chargeable</u> Savin IM C4510 and full maintenance services. Maintenance includes all parts, labor, travel and training, but excludes paper,

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 by operation of Article 10 Section 26 of the Oklahoma Constitution, shall terminate at the end of the fiscal year on June 30, 2026. County shall have the right to renew this Contract annually. 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 _3 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 promptly pay the Vendor upon receipt of proper invoices as follows:

For lease of the equipment, \$443.56 per month for an annual total of \$5322.72 For maintenance services of the equipment, \$111.93per month for an annual total of \$1343.16.

ARTICLE 5 BLANKET PURCHASE ORDERS

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, Blanket Purchase Orders will be issued by Oklahoma County as set out below:

Engineering Department: Requisition No. 1220XXXX \$5322.72 for Lease Engineering Department: Requisition No. 1220XXXX \$1,600.00 for Maintenance

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.

STANDLEY SYSTEMS, LLC 26 E. Main Oklahoma City, OK 73104

Linda Helmer

Signature Linda S Helmer, Senior Government Specialist Printed Name and Title

IN WITNESS WHEREOF, the parties have executed this agreement this _ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS OKLAHOMA COUNTY, OKLAHOMA

Chairman

ATTEST:

Member

Member

Maressa Treat, County Clerk

APPROVED:

Stacey Trumbo, P.E., County Engineer