#269

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REOUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: <u>05/05/2022</u> COUNTY DEPARTMENT MAKING REQUEST: <u>Sheriff</u>

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: <u>FY 2022-2023 Agreement between the BOCC</u>, the Sheriff's Office, and Fog Data Science for Annual Subscription for online reporting services.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District

Attorney's Office. Please provide all relevant information when requesting a opinion or review from the District Attorney's Office).

COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY:

REPLY BY DISTRICT ATTORNEY:

STORY

STO

DAVID PRATER DISTRICT ATTOR

RECEIVED

MAY 0 5 2022

CIVIL DIVISION DISTRICT ATTORNEY

OKLAHOMA COUNTY, OKLAHOMA

BOARD OF COUNTY COMMISSIONERS STANDARD SERVICE CONTRACT BETWEEN COUNTY AND VENDOR CONTRACT made as of the ______day of ______day of _______ 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: Oklahoma County Sheriff's Office Angela Riley ariley@oklahomacounty.org Contact Person: Telephone Number: (405) 713-1043 and the VENDOR: Fog Data Science Address: 215 Depot Court Suite 215 Leesburg, VA 20175 Contact Person: M. Massop 703-727-0632 Telephone Number: mmassop@fogdatascience.com E-mail: for the following maintenance or services: Annual Subscription to FDS Reveal Portal for fiscal year 2022-2023 This Contract is a Renewal_ , New_ Contract. This contract has been examined and approved as to legality by the District Attorney, Oklahoma County. Assistant District Attorney Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

Standard contract consisting of 3 pages with 1 page of attachments

□ ARTICLE 1

MAINTENANCE/SERVICES

The Vendor shall supply the following maintenance/services as required by the Contract and Bid Specifications: (describe item/s and serial numbers/s to be maintained)

Annual Subscription to FDS Reveal Portal for fiscal year 2022-2023

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| 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.— -OK to strike Article 2 per Aaron Etherington, OK Co DA's Office FY21-22

ARTICLE 3

TERM OF CONTRACT AND RENEWAL

This contract shall commence on <u>July 1, 2022</u> and shall terminate on <u>June 30</u>, 2023. The contract is renewable for an additional fiscal year upon approval of both parties.

Unless terminated earlier, this Contract will automatically terminate at the end of the current fiscal year (June 30) 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 maintenance/services of this equipment as follows:

To be billed for an annual total of \$8,000.00

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.

ARTICLE 7 LEGAL AUTHORITY

Notary Public

Notary Commonwealth of Virginia Registration No. 7136307 My Commission Expires May 31, 2023

Attest

Requisition Number

Blanket Purchase Order Number

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.

| O.S.A. Section 1 and 62 O.S.A., Section 430.1. | sing Act, 19 O.S.A. Section 1900 et. Seq., 19 |
|------------------------------------------------|------------------------------------------------------------|
| APPROVED this day of | 20 |
| | BOARD OF COUNTY COMMISSIONERS OKLAHOMA COUNTY, OKLAHOMA |
| Approved by County Dept.: | |
| ok ahoma ounty Sheriff | Chairman |
| ATTEST: | |
| David B. Hooten, Oklahoma County Clerk | |
| state of variations | VENDOR: FOG Data Science LLO By: NE Buleuis |
| VANITA KUMAR | - Sugar |

Fog Data Science, LLC Quote

215 Depot Court Suite 215 Leesburg, VA 20175 703-727-0632

mmassop@fogdatascience.com

Quote No.: Q2022-405 Quote Date: 04/21/2021 Expiration Date: 05/21/2021 Payment Terms: Net 30

Client: Oklahoma County Sheriff's Office

Client POC: Sgt. Sabrina Tice Address: 2101 NE 36th St Oklahoma City, OK 73101 Phone: 405-713-1017

E-mail: sabrina.tice@oklahomacounty.org

Fav.

| Description | Units | Cost Per Unit | Amount |
|-----------------------------------------------|-------|----------------------|----------------|
| One Year Subscription to FDS Reveal Portal | 1 | \$ 8,000.00 | \$ 8,000.00 |
| (Each named user account includes 100 queries | | | |
| per month) | | | |
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| | | | |
| | | Invoice Subtotal | \$ 8,000.00 |
| | | Tax Rate | 0.00% |
| | | Sales Tax | 2 |
| | | Other | |
| | | TOTAL | \$ 8,000.00 |

Estimated Delivery Time (days after receipt of order): 10-15 Period of Performance: 12 Months of Date of Award.



Bill To

OK COUNTY SHERIFF'S OFFICE

2101 NE 36th Street

OKLAHOMA CITY, OK

73111

Requisition 12300053-00 FY 2023

Acct No:

UNDEFINED ACCOUNT.

Review:

Buyer: 6065sorebsit

Status: Created

Page 1

Vendor

FOG DATA SCIENCE LLC 215 DEPOT CT. SUITE 215

ZIJ DEPOT CT. SUITE ZI

LEESBURG, VA 20175

Ship To

OK COUNTY SHERIFF'S OFFICE

2101 NE 36th Street

OKLAHOMA CITY, OK 73111

Deliver To

OK COUNTY SHERIFF'S OFFICE

2101 NE 36th Street

OKLAHOMA CITY, OK 73111

| Date Vendor I Ordered Number I | Date Ship Required Via | Terms | Department | | | |
|---------------------------------------|-----------------------------|--------------|------------|-----------|--|--|
| 05/11/22 004055 0 | 07/01/22 | Sheriff | | | | |
| LN Description / Acco | unt | Qty | Unit Price | Net Price | | |
| 001 Blnkt FY22-23 Onling | ne Reporting | 1.00 EACH | 8000.00000 | 8000.00 | | |

Ship To OK COUNTY SHERIFF'S OFFICE 2101 NE 36th Street OKLAHOMA CITY, OK 73111

Deliver To OK COUNTY SHERIFF'S OFFICE 2101 NE 36th Street OKLAHOMA CITY, OK 73111

Requisition Link

Requisition Total

8000.00

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

Amount Remaining Budget