

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.

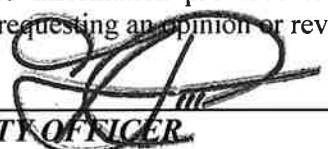
IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

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: 05/05/2022
COUNTY DEPARTMENT MAKING REQUEST: Sheriff

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: FY 2022-2023 Agreement between the BOCC, the Sheriff's Office, and Native Energy Source, LLC for annual maintenance for APC on-site service for APC Symmetra PX20kW uninterruptible power supply serial#PD0615240269.

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 an opinion or review from the District Attorney's Office).




COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____

Reviewed 5/5/22

RECEIVED
MAY 05 2022
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY
By: 

OKLAHOMA COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

STANDARD MAINTENANCE CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the 1st day of July 2022

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**
Contact Person: **Angela Riley ariley@oklahomacounty.org**
Telephone Number: **(405) 713-1043**

and the **VENDOR:** **Native Energy Source, LLC.**
Address: **117 Church Drive**
Tecumseh, OK 74873
Contact Person: **David Thomasson**
Telephone Number: **(405) 481-1982, e-mail: david@nativeenergysource.com**

for the following maintenance or services:

FY2022-2023 Annual Maintenance for APC On-Site Service Agreement for APC Symmetra PX20kW uninterruptible power supply (UPS), serial# PD0615240269, Maintenance contract will be equal to the "Advantage Ultra" service contract with 24/7 remedial service, one annual PM and will be performed by our trained service technicians. Battery maintenance is provided and replacement batteries, if required, will be replaced with no labor cost, battery cost not included in contract.

This Contract is a Renewal X, New _____ Contract.
This contract has been examined and approved as to legality by the District Attorney, Oklahoma County.


Assistant District Attorney

5/5/22
Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

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)

FY2022-2023 Annual Maintenance for APC On-Site Service Agreement for APC Symmetra PX20kW uninterruptible power supply (UPS), serial# PD0615240269, Maintenance contract will be equal to the "Advantage Ultra" service contract with 24/7 remedial service, one annual PM and will be performed by our trained service technicians. Battery maintenance is provided and replacement batteries, if required, will be replaced with no labor cost, battery cost not included in contract.

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, to include its employees and/or its agents, in the performance of this Contract.

ARTICLE 3
TERM OF CONTRACT AND RENEWAL

This contract shall commence on **July 1st, 2022** and shall terminate on **June 30th, 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:

The annual total is \$3,385.00

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

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 _____, 20_____.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Approved by County Dept.:



Oklahoma County Sheriff

Chairman _____

ATTEST:

David B. Hooten, Oklahoma County Clerk

NATIVE ENERGY SOURCE, LLC

VENDOR:



By: DAVID THOMASSON, CEO

Attest or Notary:

Leesa Townsend

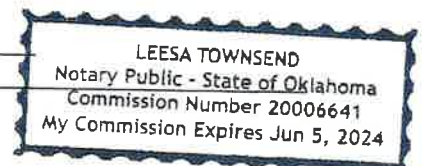
Date:

May 2, 2022

Exp: Jun 5, 2024

Requisition Number _____

Blanket Purchase Order Number _____





NATIVE ENERGY SOURCE, LLC
117 CHURCH DR.
TECUMSEH, OKLAHOMA 74873
WWW.NATIVEENERGYSOURCE.COM
405.481.1982



Quotation: *OK. County Sheriff's Office*
TO: *Angela Riley*
FROM: David Thomasson, Native Energy Source, LLC

DATE: 4/25/2022

QUOTATION NUMBER: 178934

We at Native Energy Source, LLC are pleased to provide the following proposal for your review and consideration:

UPS Maintenance Contract: Unit located at Midwest City Facility.

FY2022-2023 Annual Maintenance for APC on-site Service Agreement for APC Symmetra PX20kW Uninterruptible Power supply (UPS), serial #PD0615240269, Maintenance will be equal to the "Advantage Ultra" service contract with 24/7 remedial service, one annual PM and will be performed by our trained service technicians. Battery maintenance and testing is included and replacement batteries, if required, will be replaced with on labor cost. Battery cost not included.

Total price for contract-----\$3,385.00

Thank you very much for this opportunity.

David L. Thomasson

David L. Thomasson, CEO
www.nativeenergysource.com
405-481-1982

Bill To OK COUNTY SHERIFF'S OFFICE 2101 NE 36th Street OKLAHOMA CITY, OK 73111	Requisition 12300054-00 FY 2023 Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065sorebsit Status: Created
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Vendor NATIVE ENERGY SOURCE LLC 117 CHURCH DRIVE TECUMSEH, OK 74873	Ship To OK COUNTY SHERIFF'S OFFICE 2101 NE 36th Street OKLAHOMA CITY, OK 73111
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Deliver To
 OK COUNTY SHERIFF'S OFFICE
 2101 NE 36th Street

 OKLAHOMA CITY, OK 73111

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/22	003955	07/01/22			Sheriff

LN Description / Account	Qty	Unit Price	Net Price
001 Blnkt FY22-23 UPS Maint-MWC renewal contract	1.00 EACH	3385.00000	3385.00

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 3385.00

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

Account	Amount Remaining Budget
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