

#271

**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 SmartSafety (fka Trancite Logic Systems) for EZ Street Draw license maintenance subscription.**

**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 20 22

BETWEEN the **COUNTY:** The Board of County Commissioners of the  
County of Oklahoma  
320 Robert S. Kerr, Rm. 101  
Oklahoma City, Oklahoma 73102

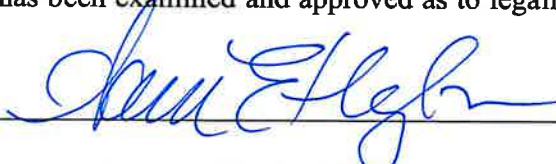
on behalf of: **Oklahoma County Sheriff's Office**  
Contact Person: **Angela Riley** [ariley@oklahomacounty.org](mailto:ariley@oklahomacounty.org)  
Telephone Number: **(405) 713-1043**

and the **VENDOR:** **SmartSAfety Software, Inc. (fka TRANCITE Logic Systems)**  
Address: **77 E Idaho Ave. Ste 200**  
**Meridian, ID 836423**  
Contact Person: **Aaron Baumert**  
Telephone Number: **303-883-9306, e-mail: [abaumert@trancite.com](mailto:abaumert@trancite.com)**

for the following maintenance or services:

**Annual subscription for EZ Street Draw license maintenance, to include upgrades, for  
FY2022-2023**

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

 5/5/00  
Assistant District Attorney Date

**THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.**

Standard contract consisting of 3 pages  
with 2 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 for EZ Street Draw license maintenance, to include upgrades, for FY2022-2023**

---

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<sup>st</sup>, 2022 and shall terminate on June 30<sup>th</sup>, 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:

**For an annual total of \$1,384.16**

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



**VENDOR:** SmartSafety Software Inc.

**By:** Joe Cucchiari 

**Attest or Notary:** Lisa Phay Date: 5/2/22 Exp: 6/23/26

Requisition Number \_\_\_\_\_

Blanket Purchase Order Number \_\_\_\_\_

---

QUOTATION

---

**OKLAHOMA COUNTY SHERIFF'S OFFICE**

**RE: EASY STREET DRAW**

**ATTN: ANGELA RILEY**

Thank you for your interest in Smart Safety Software, Inc.'s (hereinafter referred to as "Trancite Logic Systems" or "Trancite"), dynamic, professional, and easy to use, Accident and Crime Scene Diagramming Software Solution **Easy Street Draw**. Please find below the Annual Maintenance renewal quotation.

---

**EASY STREET DRAW MAINTENANCE RENEWAL:**

This quotation continues the ongoing maintenance for the existing Licenses from July 1, 2022 to June 30, 2023

***Total Maintenance charge for Easy Street Draw license renewal = \$1,384.16***

Quotation provided by:

**Lisa Phay**

Phone: 208-563-0583

Email: [lphay@trancite.com](mailto:lphay@trancite.com)

[www.Trancite.com](http://www.Trancite.com)

---

## TRANCITE SOFTWARE MAINTENANCE COVERAGE

---

- A. Licensor offers a maintenance plan for the Software as follows:
- a. *Product updates & upgrades:* Licensor will supply improvements and other changes to the software which licensor, at its discretion, deems to be logical improvements or extensions.
  - b. *Defect corrections:* Licensor will supply corrections as required to correct substantial deviations of the software from specifications or the current applicable reference manual.
  - c. Save 40% off standard training rates while current under maintenance
  - d. License Management Services
  - e. License Activations
  - f. License Transfers
  - g. License Auditing and Reporting
  - h. Support Assistance
  - i. Integration Support
  - j. Answers on How To's and Best Practices
  - k. Troubleshooting
  - l. Remote online assistance
- B. Initial maintenance period- following the execution of this license there will be no additional charge for maintenance support and product updates for one full year.
- C. Charges for subsequent years- for each year after the initial maintenance period of the license, licensor will continue to provide Licensee with maintenance, support and product update services as described in section (A) above, provided Licensee pays Licensor in advance the annual maintenance and support charges then in effect.

**LICENSOR WILL CONTINUE TO PROVIDE LICENSEE WITH MAINTENANCE, SUPPORT AND PRODUCT UPDATE SERVICES AS DESCRIBED IN SECTION (A) ABOVE, PROVIDED LICENSEE PAYS LICENSOR IN ADVANCE THE ANNUAL MAINTENANCE AND SUPPORT CHARGES THEN IN EFFECT.**

---

Bill To OK COUNTY SHERIFF'S OFFICE 2101 NE 36th Street  OKLAHOMA CITY, OK 73111	Requisition 12300055-00 FY 2023  Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065sorebsit Status: Created
--	--

Page 1

Vendor SMARTSAFETY SOFTWARE INC PO BOX 74008484  CHICAGO, IL 60674-8484	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 Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/22	003546	07/01/22			Sheriff

LN Description / Account	Qty	Unit Price	Net Price
001 Blnkt FY22-23 EZStreet Draw license subscription renewal contract	1.00 EACH	1384.16000	1384.16

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	1384.16
-------------------	---------

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

Account		Amount	Remaining Budget
---------	--	--------	------------------