

#453

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: 06/22/2022
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 Ericom Software Inc for Powerterm Lite.

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

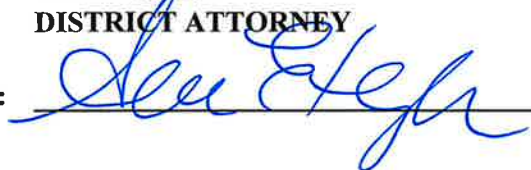
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DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____

Reviewed 6/22/22

**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**

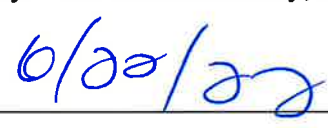
and the **VENDOR:** **Ericom Software Inc.**
Address: **140 E. Ridgewood Ave., Suite 415-South Tower**
Paramus, NJ 07652
Contact Person: **Nadia Pajer**
Telephone Number: **201-767-2210, e-mail: nadia.pajer@ericom.com**

for the following maintenance or services:

**FY2022-2023 Annual Maintenance for Powerterm Lite – Windows Version 15.1 –
PC Editions, Serial# 0A19-AA2A-523C-E.**

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


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)

FY2022-2023 Annual Maintenance for Powerterm Lite – Windows Version 15.1 – PC Editions, Serial# 0A19-AA2A-523C-E.

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 \$84.40

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.

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: Ericom Software, Inc

By: Nadia Pajer, TE Sales Mgr



Attest or Notary: **N/A**

Date: 6/21/2022 **Exp:**

Requisition Number _____

Blanket Purchase Order Number _____

Bill To OK COUNTY SHERIFF'S OFFICE 2101 NE 36th Street OKLAHOMA CITY, OK 73111	Requisition 12300314-00 FY 2023 Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065sorebsit Status: Created	Page 1
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Vendor ERICOM SOFTWARE INC 231 HERBERT AVE BLDG #4 CLOSTER, NJ 07624	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/22	001737	07/01/22			Sheriff

LN Description / Account	Qty	Unit Price	Net Price
001 Blnkt-FY23 Powerterm Lite Maint	84.40	1.00000	84.40
Additional Description Notes	EACH		
BOCC Approved Contract on 07/01/22			

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	84.40
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***** General Ledger Summary Section *****
Account

Amount Remaining Budget