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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.

REQUESTED BY: Stacey Trumbo

DATE OF REQUEST: 6/28/22 COUNTY DEPARTMENT MAKING REQUEST: Engineering
STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Discussion and possible action regarding Standard Contract Agreement between ATM One, Inc and Oklahoma County on behalf of the Oklahoma County Planning Department for credit card processing equipment and service. Equipment and other hardware/software necessary for processing payments will be provided at no charge to the County. A 3.00% transaction fee will be charged to the customer (payor) at the point of sale. The Contract is effective July 5, 2022 and shall expire on June 30, 2023. Requested by Stacey Trumbo, P.E., County Engineer and has been approved as to form and legality by Assistant District Attorney, Gretchen Crawford.

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: Revised 6-29-22 D. Cu
Be sure to warn "customers" about additional fee.

RECEIVED
JUN 28 2022
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY

By: _____

OKLAHOMA COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS
STANDARD CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the 5th day of July, 2022

BETWEEN the **COUNTY:** The Board of County Commissioners of the
Address: County of Oklahoma

on behalf of: Oklahoma County Planning Department
320 Robert S. Kerr, Suite 201
Oklahoma City, OK 73102

Contact Person: Markita Epps
Telephone Number: (405) 713-1464

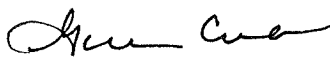
and the **VENDOR:** ATM ONE, Inc.
Address: 1611 S. Utica, #194
Tulsa, Oklahoma 74104

Contact Person: Gary Watkins
Telephone Number: (918) 629-3130

For the following maintenance or services:

To provide credit card processing equipment and service

This contract has been examined and approved as to legality by the District Attorney of Oklahoma County.



Assistant District Attorney

6-29-22

Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

ARTICLE 1
PRODUCT/SERVICES

The Vendor shall supply the following products and services as required by the Contract and Bid Specifications (if applicable):

Payment transaction processing services at a fixed rate of 3.00% per transaction; Next day funding; Equipment and other hardware/software necessary to process payment transactions at no charge; Same day equipment replacement; 24/7 Customer Service; Web based reporting;

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 5, 2022 and shall terminate on June 30, 2023. The Contract is renewable for an additional four years upon written agreement by both parties.

Unless terminated earlier, this contract will automatically terminate at the end of the current fiscal year (June 30, 2023) 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 services of this equipment as follows: No Charge for equipment or installation; Transaction fee of 3.00% shall be paid by the customer at point of sale.

ARTICLE 5
MISCELLANEOUS PROVISIONS

The PCI Security Standards Council ("PCI SSC") was founded by American Express, Discover Financial Services, JCB, MasterCard Worldwide and Visa, Inc. All five founders agreed to incorporate PCI Data Security Standards ("PCI DSS") as the technical requirements of each of their data security compliance programs. The PCI SSC is responsible for the Payment Application Data Security Standard ("PA-DSS") and PIN Transaction Security Requirements for PIN-Entry Devices ("PED").

ARTICLE 6
BLANKET PURCHASE ORDER

This contract is null and void unless the amount of the contract has been encumbered by the Oklahoma County Planning Department. 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 _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Approved by County Dept.:

Chairman

Stacey Trumbo, P.E., County Engineer

ATTEST:

Oklahoma County Clerk

VENDOR:
ATM ONE, INC.

By: _____
Gary Watkins

Attest or Notary:

[Signature]

Requisition Number: 12300352

Blanket Purchase Order Number: