

OKLAHOMA COUNTY
Board of County Commissioners

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

DEPARTMENT: MIS/IT

REQUESTED BY: Dayne Coffey & Rich Stewart

REQUISITION NO: NONE

REQUISITION SHEET ATTACHED: _____ YES _____ X _____ N/A

NAME OF FUNDS: NONE

FUND NUMBERS: NONE

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? _____ YES _____ X _____ NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

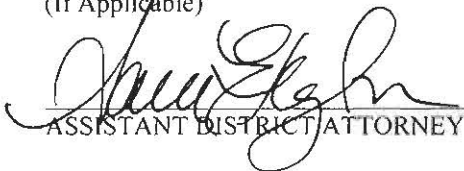
NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: _____

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action to approve the MOU between MIS and the Nichols Hills Police Department. This is for MIS to bill the Nichols Hills Police Department for Law Enforcement portal access. Requested by Dayne Coffey & Rich Stewart, Co-Director's, IT, and has been approved as to form and legality by Aaron Etherington, Assistant District Attorney, (Document Received).

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)


ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: _____ YES _____ N/A

COUNTY CLERK: _____ YES _____ N/A

Indicate any privacy-protected information that exists _____

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____ APPROVED BY: _____
CHAIRMAN

1068

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: 12/12/2018

COUNTY DEPARTMENT MAKING REQUEST: Information Technologies

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Please review the contract for the MOU for Nichols Hills Police Department. This is for us to bill the Nichols Hills PD for law enforcement portal access.

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).



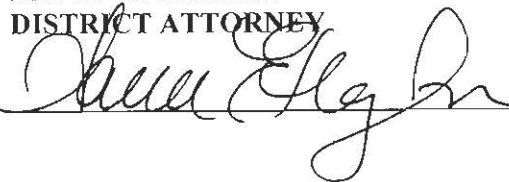
COUNTY OFFICER

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

REPLY BY DISTRICT ATTORNEY: _____

Reviewed 12/12/18

DAVID W. PRATER
DISTRICT ATTORNEY

By: 

RECEIVED

DEC 12 2018

CIVIL DIVISION
DISTRICT ATTORNEY

OKLAHOMA COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

STANDARD SERVICE CONTRACT BETWEEN COUNTY AND USER

CONTRACT made as of the 4th day of Dec 2018

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 B.O.C.C (MIS/IT)**
Contact Person: CJ Brunner
Telephone Number: 405-713-1295

and the **USER:** **City of Nichols Hills Police Department**
Physical Address: 6407 Avondale Drive
Nichols Hills, OK 73116

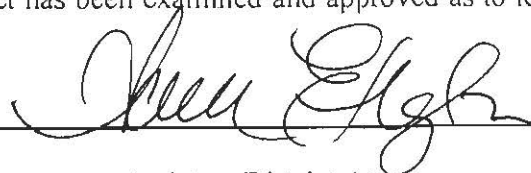
Mailing Address: Same

Contact Person: **Steven Cox, Chief of Police**
Telephone Number: (405) 843-5672
e-mail contact: scox@nicholshills.net
for the following maintenance or services:

Access to Criminal Justice and Law Enforcement Data via "Portal" account.

This Contract is a Renewal _____, New X Contract.

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



12/12/18

Assistant District Attorney

Date

Standard contract consisting of 3 pages with _____ page of attachments

1. 1. 1. 1. 1.

2. 2. 2. 2. 2.

THE COUNTY AND THE USER AGREE AS SET FORTH BELOW.

ARTICLE 1
MAINTENANCE/SERVICES

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

Access to Criminal Justice and Law Enforcement Data via "Portal" account.

ARTICLE 2
INSURANCE/LIABILITY

The user agrees to maintain liability and Workers' Compensation insurance to cover the acts of User 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 User agrees to indemnify and hold harmless the County for any negligent acts of User in the performance of this Contract.

ARTICLE 3
TERM OF CONTRACT AND RENEWAL

This contract shall commence on July 1, 2018 and shall terminate on June 30, 2019. 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 User a 30 day written notice of termination. It is further agreed the County may terminate this Contract immediately if the User fails to pay for services in accordance with this contract or in any way breaches any of the provisions of the Contract.

It is agreed that the User may terminate this contract at any time before the end of the fiscal year for any reason after giving the County a 30 day written notice of termination.

ARTICLE 4
CONTRACT AMOUNT

The User shall pay the County for the maintenance/services of this equipment as follows:

To be billed \$50 per fiscal year (July 1 through June 30), per session.
[Currently estimated at \$250 total annually, based on 5 sessions].
Each additional session will be invoiced at a rate of \$50 if session is activated
within the first six months of the term year or \$25 if the session is activated

in the last six months of the term year. (See Article 3)

ARTICLE 5
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.:

Chairman

Department Head

ATTEST:

David B Hooten, County Clerk

USER:

By: _____
Steven Cox

Steven Cox, Chief of Police

Attest of Notary:

