

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE June 2, 2010 Meeting AGENDA

(THE DEADLINE IS 1 WEEK PRIOR TO THE DATE THAT THE AGENDA IS TO BE POSTED)

DEPARTMENT: District 1 REQUESTED BY: Joe R. Blough

REQUISITION NO.: 11007228 REQUISITION SHEET ATTACHED: YES N/A

NAME OF FUNDS: highway cash 2011

FUND NUMBERS: 1110, 9100, 51090

REVIEWED FOR PRIVACY-PROTECTED INFORMATION: YES N/A

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 4

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action for approval of Prisoner Work Project Contract between the Oklahoma Department of Corrections and Oklahoma County District 1 for the assignment of prisoners to the Public Works Project. Oklahoma County District 1 agrees to pay the salaries of ten (10) non-violent inmates, not to exceed \$4,950.00. This contract shall commence on July 1, 2010 and cease on June 30, 2011. Requisition No. 11007228 has been issued to the Oklahoma Department of Corrections in the amount of \$3,565.20. Requested by Commissioner Willa Johnson, Oklahoma County District 1 and approved as to form and legality by John Jacobsen, Assistant District Attorney

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)


ASSISTANT DISTRICT ATTORNEY

5/26/2010
COUNTY ENGINEER

PURCHASING AGENT

REVIEWED BY DA FOR PRIVACY-PROTECTED/SECURITY INFORMATION: YES N/A

REVIEWED BY COUNTY CLERK FOR PRIVACY-PROTECTED INFORMATION: YES N/A

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

DATE OF REQUEST: 05/24/10

APPROVED BY: _____

CHAIRMAN

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 / 24 / 2010

COUNTY DEPARTMENT MAKING REQUEST: _____ District 1

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Review of Attached Prisoner Public Works Project Contract between Oklahoma Department of Corrections and Oklahoma County for possible discussion and action by the BOCC .

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: 5/25/10

REPLY BY DISTRICT ATTORNEY: Reviewed.

DAVID W. PRATER
DISTRICT ATTORNEY

By: 
2010 MAY 25 P 2 20

RECEIVED
MAY 25 2010
CIVIL DIVISION
DISTRICT ATTORNEY

NO RECORDS OR FILES
OKLAHOMA COUNTY
MAY 25 2010

PENDING APPROVAL

JUSTIN JONES
DIRECTOR



BRAD HENRY
GOVERNOR

STATE OF OKLAHOMA
OKLAHOMA DEPARTMENT OF CORRECTIONS
OKLAHOMA COUNTY COMMUNITY CORRECTIONS/RESIDENTIAL SERVICES-NORTH

May 3, 2010

Oklahoma County District I
Attn: Joe R. Blough, Chief Deputy
320 Robert S. Kerr, Room 202
Oklahoma City, Oklahoma 73102

Dear Mr. Blough:

Section 1, Contract Period, of the Fixed Rate Service Contract between the Oklahoma Department of Corrections, Division of Community Corrections and Oklahoma County District I with an effective date of July 1, 2010 contains the following provision: "This contract will be in effect from the 1st day of July, 2010 through June 30, 2011, the end of the fiscal year for the state of Oklahoma, and shall include an option to renew for up to three additional one year terms. Renewals are neither automatic nor implied by the contract. DOC at its sole discretion may offer the Contractor an opportunity to renew this contract for an additional term. Renewal shall be determined by DOC based upon availability of funding, contractor performance and agency program needs or requirements."

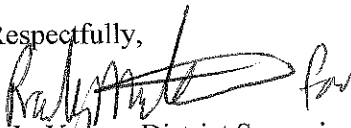
Pursuant to this provision and based on your performance for fiscal year 2010, the Oklahoma Department of Corrections would like to extend to the Oklahoma County District I an option to renew this contract for fiscal year 2011 under the same terms and conditions.

Attached are the addendum and affidavits; which will need to be notarized and signed. I have enclosed four (4) original copies of all three forms. All (4) four forms with original signatures need to be returned to my office no later than July 15, 2010. Should you choose not to renew your contract, please send a written letter to Deputy Director Reginald Hines, 3700 Classen Blvd., Ste. 110, Oklahoma City, Oklahoma 73118 no later than July 15, 2010.

The Oklahoma Department of Corrections appreciates the services provided by the Oklahoma County District I and hopes you will continue through fiscal year 2011.

Please contact me at (405) 254-3200 should you have any questions.

Respectfully,


L.L. Young, District Supervisor
Oklahoma County Community Corrections
Residential Services

CC: Reginald Hines, Deputy Director
Dan Reynolds, Administrator/Community Corrections/Work Centers
File

Enclosure

9901 N. I-35 Service Road, Oklahoma City, Oklahoma 73131 OFFICE (405)254-3200 FAX (405)254-3290

PUBLIC WORKS PROJECT CONTRACT BY AND BETWEEN THE OKLAHOMA DEPARTMENT OF CORRECTIONS AND Oklahoma County District I,

This contractual agreement is entered into by and between the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision, Oklahoma County District I, hereinafter, **Public Agency**, whose governing body has requested in writing, that offenders be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating offenders. This writing is attached to this agreement and incorporated by reference.

This contract is authorized by 57 O.S. Section 215 et seq., the Offenders Public Works Act. For and in consideration of the following terms, conditions, and covenants the parties herein agree as follows:

1. The Public Agency requests that the inmate workers perform the following responsibilities:

Offenders will perform various manual duties within Oklahoma County as assigned by supervisory personnel. Some of the tasks consists of but are not limited to: working on asphalt patching, paving, clearing, mowing, boom ax, tinhorn and sign crews; transferring materials and equipment without close supervision; assisting heavy construction equipment operations in aligning and moving equipment; and performing routine facility maintenance.

The Public Agency has requested 10 offenders.

The Public Agency will also provide work orders, job duties and assignments, and any training to the offenders and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project.

2. The Public Agency covenants that it is a public entity as required by 57 O.S. Section 216, and is entitled to conduct a Public Works Project and the project will meet the requirements of the Offenders Public Works Act.

3. The Public Agency agrees to use offenders assigned to the Public Works Project on public property only, except that inmate labor may be used on private property for a public purpose. Labor conducted on private property must be approved by the Department representative prior to said work beginning. Public purpose will be defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision in aid of exercising a governmental function. The offenders will be utilized as a group for this purpose and not as individuals.

4. The Public Agency will not use the offenders to provide personal services for private benefit nor to supervise other inmates or offenders, nor to operate any motor vehicles. The public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the offenders and contract compliance.

PENDING APPROVAL

Attachment A
OP-090106
Page 2

5. The Public Agency agrees to comply with the Department's offenders' work force racial balance requirement, and will, upon request, relinquish any assigned offender to the custody of the Department.

6. For community placement offenders, the Public Agency agrees to cooperate and provide offender counts at least twice daily and provide close supervision of the offender's whereabouts. For minimum security offenders, the Public Agency agrees that the supervisor will visually observe each offender at least every half hour, and that a formal count will be conducted and documented in a log book every 2 hours. The Public Agency will immediately notify the Department and the local law enforcement agency, if any offender is missing and believed to have escaped, and will immediately report any other serious rule infraction. Failure to return to the facility will be deemed an escape and subject to penalty provided by law. The Department will have the ultimate responsibility for the security of the offenders.

7. The Public Agency agrees to pay to the Department, the base cost plus ten percent on a monthly billing basis, unless otherwise agreed. Ten percent above the base cost will be charged to cover the cost, if any, of the Department's equipment repair and replacement. The base cost may comprise the following categories:

- a. The cost of transportation of the offenders to and from the project;
- b. The cost of lodging and food for the offenders and correctional personnel assigned to the project;
- c. The cost of guarding the offenders;
- d. The cost of all tools and materials furnished by the DOC, if any;
- e. The cost of the salaries of the assigned offenders; and
- f. Miscellaneous. Specify: _____

The Public Agency may be allowed to provide services to the DOC in exchange for the offender labor, as long as the services are enumerated in this agreement and are of an equivalent or greater fair market value.

8. No offender so assigned will be considered as an employee of the requesting Public Agency or the Department of Corrections; nor will any such offender come within any of the provisions of the State's Labor Code, (40 O.S. 2001 sec. 1 et seq.) or be entitled to any benefits there under whether on behalf of him/herself or that of any other person.

9. The Director of the Department of Corrections or his designee will at all times during the term of this contract have full jurisdiction and authority, to include immediate access, over the discipline and control of the offenders performing work on the public works project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency for discipline, which may include removal and forfeiture of any earned credits or both.

PENDING APPROVAL

Attachment A
OP-090106
Page 3

10. The offenders, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trustee status and will be under the custody and control of the Department of Corrections. The limits of the place of confinement are extended under the special conditions of this Offender Public Works Project pursuant to 57 O.S. sec. 501.1 (A) (4).

11. The Department will select and assign eligible offenders to work for the Public Agency. The offenders, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85 O.S. sec. 1 et seq.).

12. The Department will be responsible for the cost of medical and dental health care needs of the offenders including emergencies while assigned to the Public Works Project, unless said medical condition was caused by the action or lack of action by the Public Agency of one of its representatives, or unless otherwise agreed in writing.

13. The Department will, unless otherwise agreed, provide the transportation to and from the work site of the offenders assigned to the Public Works Project. The Department will provide lunches to the offenders unless otherwise agreed.

14. The Department will provide the Public Agency with copies of relevant Department operational policies and procedures that are applicable, as well as the training and orientation required for proper implementation and security.

15. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight working hours and to utilize offenders for no more than eight hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Weekend and night shifts are not prohibited by this contract but may be utilized under the terms and conditions of this contract. Any additional or different work shifts required will be approved by the warden or district supervisor of the offender's correctional facility and attached as an addendum.

16. Either party may immediately terminate this contract for the failure of the other party to perform as per the terms and conditions contained herein. Any damages will be as authorized by law in a court of competent jurisdiction except attorney's fees and related legal costs, which will be, borne by each party separately. Both parties in determining failure to perform will consider any mitigating circumstances.

17. In the event a bona fide dispute or a conflict of interest arises between the parties which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act, 12 O.S. sec. 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not affect the performance requirements and duties of this contract. The contract will remain in full force and effect unless otherwise terminated or agreed between the parties.

PENDING APPROVAL

Attachment A
OP-090106
Page 4

18. The Public Agency will maintain all records, books of accounts, and such other documents required by law to be maintained and accounted for, and will maintain them in a safe place, and make them available to state and federal officials for inspection as authorized by law, including inspection by the duly authorized officers of the Department. The Public Agency will retain all records, books of accounts, and such other documents relevant to this contract for a period of three years and will make them available for inspection by state and federal officials as required by law, including inspection by the duly authorized officers of the Department.

19. If any provision, clause, or paragraph of this contract or any document incorporated by reference will be determined invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses or paragraphs of this contract, which is not affected by the determination. The provisions, clauses or paragraphs, and any documents incorporated by reference are declared severable.

20. This contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.

21. The parties agree that the Governmental Tort Claims Act, 51 O.S. Section 151 et seq., is applicable. Nothing herein will be construed as a waiver of the sovereign immunity defense for the state of Oklahoma or the Department of Corrections.

22. Either party may terminate this contract for any reason by providing 30 days written notification to the other party by certified mail, return receipt requested. The notification period will begin to run upon the next day after the return receipt is signed.

23. All notices required in this contract will be mailed certified mail return receipt requested to the addresses of the parties set forth below.

For the Public Agency:
Oklahoma County District I
Attn: Joe R. Blough, Chief Deputy
320 Robert S. Kerr #202
Oklahoma City, OK 73102

For the Department:
OCCC/RS NORTH
Attn: Pat Rodgers
9901 N. I-35 Service Road
Oklahoma City, OK 73131

24. **Contract Term:** The term of this contract will be for a period beginning on the date of the execution set forth below and ending on the last day of the current fiscal year. The term of this contract may be extended up to a term of three consecutive one year terms, if agreed to by both parties but may be shorter if agreed in writing. Such extension must be in the form of an addendum as set out in Department of Corrections procedure, OP-090106.

25. The parties will execute this contract in duplicate originals by affixing their signatures hereto in the place provided, and by affixing their respective signatures will warrant that each has the authority to execute and bind their agencies.

PENDING APPROVAL

Attachment A
OP-090106
Page 5

26. The parties agree and understand that the offenders will not displace any employee of the Public Agency nor reduce the employment opportunities of any citizen eligible and qualified

27. A. The Public Agency will not allow any offender to operate or use any type of equipment unless and until the Public Agency has fully trained the offender in the proper and safe use of the equipment, and have documented records to support said training. Under no circumstances will the Public Agency allow an offender to operate any equipment which has had the manufacturer's safety devices modified or removed, nor allow any offender to operate any dangerous or unsafe equipment. Offenders will not be allowed to operate motor vehicles at any time.

B. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise an offender assigned to work on behalf of the Agency until the employee or agent has completed all training required by the Department of Corrections procedure, OP-090106(Section VII. item D.).

28. A. The Public Agency agrees to the following special conditions, should the offender workers be required to work in the area of a school or in a location in which minor children are regularly located:

1. While the offender crew is working on the school grounds, or while the offender crew is supervised by employees or agents of the Public Agency, any damages caused by offenders assigned to the Public Agency will be the responsibility of the Public Agency.
2. Department of Corrections offenders shall be escorted by the Public Agency employees or agents at all times while away from the facility and when moving between school buildings or on school property.
3. Department of Corrections offenders assigned to duties outside of a confined area will be in direct line of sight of public agency employees or agents and monitored in an appropriate manner at such times as the offenders are outside confined spaces.
4. Department of Corrections offenders assigned to this agreement shall not be on school property when children are present. All work performed will be done when school is not in session.

B. The Public Agency agrees to the following special conditions should the offender workers be assigned from Community Residential Supervision:

1. When outside the facility on assigned work detail, the work supervisor will have visual contact with the offender once every hour and the inmate will not leave the defined work area without approval of the supervisor.

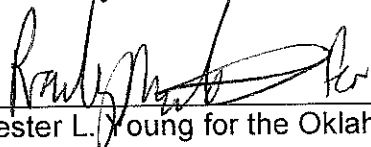
29. INDEMNIFICATION

A. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.

B. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.”

DATE OF EXECUTION:

Date: May 3, 2010



Lester L. Young for the Oklahoma Department of Corrections

This agreement form has been approved by the Oklahoma Department of Corrections General Counsel.

for the Public Agency

Subscribed and sworn to before me this _____ day of, 20_____

Notary Public
My commission expires: _____
My commission number is: _____

**ADDENDUM TO THE PUBLIC WORKS PROJECT CONTRACT BY
AND BETWEEN THE OKLAHOMA DEPARTMENT OF
CORRECTIONS AND
Oklahoma County District I,**

The contractual agreement originally entered into by and between the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision, Oklahoma County District I, hereinafter, **Public Agency**, whose governing body has requested in writing, that offenders be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating offenders.

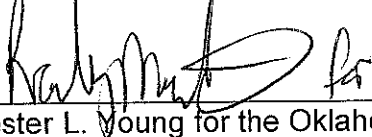
The original agreement, dated the 1st day of July, 2009 is amended as follows:

1. Term of the Contract:

The term of the original agreement is amended, with the effective date of the agreement continued to the 30th day of June, 2011.

DATE OF EXECUTION:

Date: May 3, 2010



Lester L. Young for the Oklahoma Department of Corrections

This agreement form has been approved by the Oklahoma Department of Corrections General Counsel.

for the Public Agency

Subscribed and sworn to before me this _____ day of, 20____

Notary Public

My commission expires: _____

My commission number is: _____

PENDING APPROVAL

Attachment A
OP-090106
Page 8

PUBLIC WORKS CONTRACT OKLAHOMA DEPARTMENT OF CORRECTIONS Oklahoma County District III		
DATE: July 1, 2010		
\$	A.	The cost of transportation of the offenders to and from the project. (0.505 per mile)
\$	B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project. (\$37.50 X Offenders)
\$	C.	The cost of guarding the offenders.
\$	D.	The cost of all tools and materials furnished by the Department.
E.	\$270.09	The cost of the salaries of the assigned offenders in accordance with their level assignment. <u> 10 </u> @ \$27.09 Maximum
\$	F.	Other miscellaneous. (See addendum)
\$	\$270.09	SUBTOTAL
Plus 10% 27.01		
\$	\$297.10	TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY
Oklahoma Department of Corrections		Agency Representative
These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.		

PENDING APPROVAL

COUNTY

APPROVED by the County this _____ day of _____,
2010.

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA

By _____
Chairman

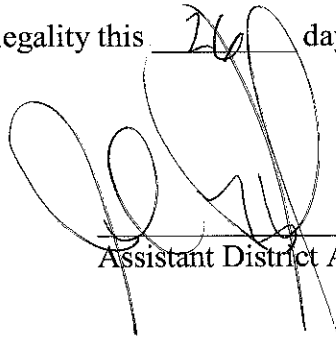
ATTEST:

By _____
Vice-Chair

County Clerk

By _____
Member

APPROVED as to form and legality this 26 day of May, 2010.



Assistant District Attorney

Oracle Applications - PROD

File Edit View Folder Tools Window Help

Requisitions (Oklahoma County) - [New]

Number	11007228	Type	Purchase Req	Preparer	Rogers, Pat M	
Description	NOC INMATE WO	Status	Incomplete	Total	USD	3,565.

Lines Source Details Details Currency

Num	Category	Description	UOM	Quantity	Price	Need-By	
1	SERVICE.PROFE	TEMPORARY INMATE	Each	3565.2	1		

Destination Type	Expense	Source	Supplier
Requester	Rogers, Pat M	Supplier	OKLA DEPT OF CORRECTI
Organization	Highway District #1	Site	PAY ALONE