

PENDING APPROVAL

REQUISITION SHEET MUST BE ATTACHED

(Applies when agenda item requires a specific payment)

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

For the _____, 2010 Agenda
(Day of Meeting) (Date and Year of Meeting)

DEPT.: Social Services BY: Karole Pittman EXT. 2222
(Department Requesting this item) (Contact person for this Item) (Contact's extension)

NAME OF FUND: Oklahoma County Social Services, 1001-6100

AGENDA ITEM DESCRIPTION: Discussion and approval to renew the Business Operations / Lease Agreements between the Oklahoma State Employment Security Commission and Oklahoma County Social Services to lease 3296sf of office space @ \$2197.33/mo. and cover the other costs associated with the provision of services in the Oklahoma County Social Services Facility located at 7401 NE 23rd Street. The effective dates of agreements are July 1, 2010 through June 30, 2011.

(ALL NECESSARY DOCUMENTATION MUST BE ATTACHED FOR APPROVAL)

APPROVED BY ENGINEER
(If Applicable)

County Engineer

APPROVED BY D.A.
(If Applicable)

5/26/2010

Assistant District Attorney

APPROVED BY PURCHASING
(If Applicable)

Purchasing Agent

NOTE: A COMMISSIONER MUST APPROVE ALL EMERGENCY REQUESTS
FOR ANY ITEM SUBMITTED AFTER THE DEADLINE
(THE DEADLINE IS 9:00AM ONE WEEK PRIOR TO THE DATE THAT THE AGENDA IS TO BE POSTED)

DATE OF REQUEST:

BY:

(Person Submitting or Requesting Emergency Request)

DATE OF APPROVAL:

APPROVED BY:

COUNTY COMMISSIONER

Number of ORIGINAL DOCUMENTS you have attached: 4. NOTE: The County Clerk will keep one original and will return the remaining originals to you. If you provide only one original, the Board Secretaries will return one photocopy to you. However, if you have special circumstances that require the County Clerk to (check one): ___ keep more than one original; or ___ return all originals to you, please describe them for the County Clerk's consideration: _____

Special Instructions: _____

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: / / 2010
COUNTY DEPARTMENT MAKING REQUEST: Social Services

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Approve as to form and legality the contractual Agreement between the Oklahoma State Employment Security Commission and Oklahoma County Social Services.

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).

[Signature]
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 5/26/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED
MAY 26 2010
CIVIL DIVISION
DISTRICT ATTORNEY.

DAVID PRATER
DISTRICT ATTORNEY

By: [Signature]

STATE OF OKLAHOMA
DISTRICT ATTORNEY
TERRY CARROLL

RECEIVED
MAY 27 2010
CIVIL DIVISION
DISTRICT ATTORNEY

PENDING APPROVAL



State of Oklahoma
Department of Central Services
State Leasing

Lease Agreement Renewal

IT IS HEREBY AGREED between **Oklahoma County Board of Commissioners**, LESSOR, and THE STATE OF OKLAHOMA, by and through its DEPARTMENT OF CENTRAL SERVICES, on behalf of **Oklahoma Employment Security Commission** LESSEE, that an option to renew the Lease Agreement now on file is hereby granted this **16th** day of **March**, **2010**, for another term under the same terms and conditions as the Lease Agreement, to include any terms and conditions attached hereto.

REFERENCE: Dept. of Central Services, Purchase Order **2909001766**, dated **August 2003**, Addendum (if applicable) on file dated _____, IT IS FURTHER AGREED that renewal of the Lease shall begin on **July 1, 2010** and end on **June 30, 2011**, space located at **7401 NE 23rd Street** and consisting of **3296**, square feet, for which a monthly rental consideration in the sum of **\$2197.33 PER MONTH** shall be paid to LESSOR by LESSEE.

Affidavit of Non-Collusion and Ownership is on file with previous Lease Agreement. Pursuant to the Ethics Commission Rules, specifically OAC 257:20-1-7 through 257:20-1-10, the LESSOR declares that no person holding an ownership or other financial interest in the property being leased is a state employee or current member of the Oklahoma State Legislature prohibited from leasing space to the state, nor is a former member of the Oklahoma State Legislature in violation of any provisions of the Oklahoma Constitution.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the date first written above.

LESSOR: Oklahoma County Board of Commissioners
(Type or Print)

LESSEE: Oklahoma Employment Security Commission
(Type or Print)

By: _____
(Signature)

By: _____
(Signature)

Ray L. Vaughn, Chairman
(Print Name and Title)

Jon Brock, Executive Director
(Print Name and Title)

Date: _____

Date: _____

State of Oklahoma, by and through its
Oklahoma Department of Central Services

DCS Director or State Leasing Administrator

LESSOR INFORMATION: Section A must include information on the legal owner. Section B must also be completed if the legal owner has delegated signature authority to an agent (attach documentation from legal owner).

(A) Legal Owner

(B) Agent with authority from the legal owner to sign this contract on the owner's behalf, if applicable.

Firm/Name: Oklahoma County Board of Commissioners
Address: 7401 NE 23rd Street
City/State: Oklahoma City, OK 73141
Phone: 405-278-1891
Soc. Sec./FEI #: 73-6006400

PENDING APPROVAL

Attachment

3296 square foot of space in the Oklahoma County Social Services Building to be leased for utilization by the Lessee either in part or in whole and is more specifically defined as follows:

West Wing	Total Square Footage	Sq Ft / % of Space Utilization	Base Rental Rate @ \$8.00 /Sq. Ft.
Computer Lab	391	196 / 50%	\$ 1,568.00
Resource Room	1202	601 / 50%	4,808.00
Assessment Room	378	204 / 55%	1,632.00
West Reception Area	756	378 / 50%	3,024.00
Staff Break Room	434	217 / 50%	1,736.00
Offices – West Wing			
Rm 2	238	238 / 100%	1,904.00
Rm 4	117	117 / 100%	936.00
Rm 7	108	108 / 100%	864.00
Rm 10	108	108 / 100%	864.00
Rm 11	240	240 / 100%	1,920.00
Rm 13	108	108 / 100%	864.00
Rm 14	108	108 / 100%	864.00
Rm B204	130	130 / 100%	1,040.00
East Wing			
Large Group Room	640	320 / 50%	2,560.00
Conference Room	675	223 / 33%	1,784.00
Total	5633	3296	\$ 26,368.00

This agreement may be terminated in the following ways:

- A. For cause immediately upon notice to the other party. Notice is to be provided by certified Mail.
- B. For any other reason upon written notice to the other party at least thirty (30) days prior to the date of termination.

Lessor: _____ (Initials)

Lessee: _____ (Initials)

Date: _____

PENDING APPROVAL

BUSINESS OPERATIONS AGREEMENT
BETWEEN
THE STATE OF OKLAHOMA
ON BEHALF OF THE OKLAHOMA EMPLOYMENT SECURITY COMMISSION
AND
THE BOARD OF OKLAHOMA COUNTY COMMISSIONERS
ON BEHALF OF THE DEPARTMENT OF OKLAHOMA COUNTY SOCIAL SERVICES

The State of Oklahoma, on behalf of the Oklahoma Employment Security Commission, herein referred to as "OESC", hereby contracts with the *Board of Oklahoma County Commissioners* on behalf of the Department of Oklahoma County Social Services, herein referred to "County", agreeing to the terms and conditions of this contract made and entered into this _____ day of _____, 2010.

Whereas, OESC is a state agency created and existing pursuant to the laws of the State of Oklahoma; and

Whereas, this agreement sets forth the County's cost of providing services in the Oklahoma County Social Services Facility, not covered in the Lease between the County and OESC for office space located at 7401 Northeast 23rd Street in Oklahoma City, Oklahoma.

OESC and County hereby agree to the following:

In consideration of the mutual promises hereinafter set forth:

I. County hereby agrees to provide the following:

A. The following items represent one-time provisions and charges

1. Charge for additional and/or replacement telephone instruments will be billed on an as needed basis in accordance with the current county contract price associated with the type of instrument required. OESC may also provide telephone instruments after verifying with County that telephone instruments are compatible with County's telephone system.

B. The following items represent quarterly provisions and charges:

1. Service charge of \$20.00 per telephone number (to be billed on a quarterly basis)
2. Long distance service (to be billed on a quarterly basis)

II. OESC hereby agrees to provide the following:

- A. Payment for items and services described in "I.A.1", "I.B.1", "I.B.2", and "I. B. 3", upon receipt of quarterly invoices

III. Both entities are political subdivisions and have liability and responsibility as defined in the Governmental Tort Claims Act, Title 51 O.S. Section 151 *et seq.* Each party recognizes that it will be responsible for its own acts of negligence.

IV. This agreement shall be effective from July 1, 2010 until June 30, 2011 unless terminated earlier as set out in paragraph V.

V. This agreement may be terminated in the following ways:

- A. For cause immediately upon notice to the other party. Notice is to be provided by certified mail.
- B. For any other reason upon written notice to the other party at least thirty (30) days prior to the date of termination.

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VI. This contract may be modified as additional costs or other needs are identified, only upon written agreement between both parties.

OKLAHOMA COUNTY

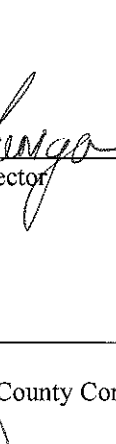
By: 
Christi Jernigan, Director

Date: 5/6/10

By: _____
Ray Vaughn, Chair
Board of Oklahoma County Commissioners

Date: _____

Approved as to Form and Legality


By: _____
Assistant District Attorney

Date: 5/26/2010

OKLAHOMA EMPLOYMENT SECURITY COMMISSION

By: _____
Executive Director


Date: _____

State of Oklahoma)
County of Oklahoma)

Subscribed and sworn before me this _____ day of _____, 2010.

My Commission Expires:

Notary Public


By: _____
Approved as to form and legality

Date: 5/26/2010