

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE <sup>16</sup> June 9, 2010 AGENDA

**(THE DEADLINE IS ONE WEEK PRIOR TO THE DATE THE AGENDA IS TO BE POSTED)**

DEPARTMENT: Juvenile Justice Center REQUESTED BY: Lawrence E. Hicks

REQUISITION NO.: 11007524 REQUISITION SHEET ATTACHED: x YES        N/A

NAME OF FUNDS: General Fund

FUND NUMBERS: 1001 / 5200 / 54451

PLEASE INITIAL IF PRIVACY/PROTECTED INFORMATION EXISTS:        YES   X   N/A

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2 Originals

AGENDA ITEM READS AS FOLLOWS:

Please review and approve the Contract Agreement between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Bureau and Stephen L. Sullins, who shall provide legal services as the Court Referee for the County. This Agreement is effective July 1, 2010 through June 30, 2011.

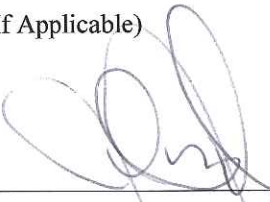
APPROVED BY DA

(If Applicable)

ENGINEER  
PURCHASING

APPROVED BY  
APPROVED BY

(If Applicable)  
(If Applicable)

 6/4/2010

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER  
PURCHASING AGENT  6-4-10

Please initial if privacy/security protected information exist

DISTRICT ATTORNEY – PRIVACY/SECURITY PROTECTED INFORMATION:        YES        N/A

COUNTY CLERK – PRIVACY/PROTECTED INFORMATION:        YES        N/A

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

DATE OF REQUEST: \_\_\_\_\_

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: 6 / 3 / 2010.

COUNTY DEPARTMENT MAKING REQUEST: JJC

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

Please review and approve the Contract Agreement between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Bureau and Stephen L. Sullins, who shall provide legal services as the Court Referee for the County. This Agreement is effective July 1, 2010 through June 30, 2011.

**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).

*Laurence E. Hicks*  
COUNTY OFFICER *by Valerie Lee*

DATE RECEIVED BY DISTRICT ATTORNEY: 6/4/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED  
JUN 04 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

DAVID PRATER  
DISTRICT ATTORNEY  
RECORDED OR FILED  
STATE OF OKLAHOMA

## AGREEMENT

This Agreement consists of four (4) pages and is entered into by and between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Bureau hereinafter called "County" and **Stephen L. Sullins** hereinafter called "Contractor" is for the purpose of securing his services as Court Referee for the County.

### ARTICLE I QUALIFICATIONS

Contractor is a private attorney at law and not an agent of the County or any other division or department of the County. Contractor is licensed to practice law in the State of Oklahoma and properly trained and qualified to serve as Court Referee of the Juvenile Division, District Court of Oklahoma County.

### ARTICLE II AGREEMENT PERIOD

This Agreement shall become effective (1<sup>st</sup>) day of July 2010 and shall terminate at the close of the (30<sup>th</sup>) day of June 2011. Costs incurred prior to or subsequent to those dates are not allowed. Neither party to this Agreement shall have the unilateral right to renew or extend the term of this Agreement upon its termination or expiration, but the parties may hereafter agree to such renewal or extension by written agreement.

### ARTICLE III OFFICIALS AND EMPLOYEES NOT TO BENEFIT

No official or employee of the County or any other employee of the Oklahoma County Government shall receive any share or part of the Agreement, or to any benefit that may arise therefrom, and no employee of the County or officer, official or employee for the County shall serve as employees of the Contractor's organization.

### ARTICLE IV ALLOWABLE COST AND PAYMENT

Contractor will serve as referee of the Juvenile Division of the District Court as specified in 10 O.S.§7303-7.5 and will be paid Five Thousand Dollars (\$5,000) per month, not to exceed Sixty Thousand Dollars (\$60,000).

Payment for services rendered will be made only upon receipt of documented claims. These claims shall be submitted monthly in the format and in accordance with procedures prescribed by the County. All claims must be authorized by the County.

In the event claims are subsequently disallowed by the County pursuant to the agreement, the Contractor shall repay the General Fund of the County, on demand, the amount of any such disallowed claims or at the discretion of the County may deduct such amounts from subsequent payments to be made to the Contractor hereunder without prejudice however to the County's right thereafter to establish the allowability of any such item(s) of cost under this Agreement.

## ARTICLE V ACCOUNTS AND REPORTS

The County shall periodically review the performance of Contractor under this Agreement. If as a result of such review(s), the County determines that the responsibilities of Contractor pursuant to the Agreement are not being adequately performed or if the County determines that a change in the nature of scope of services to be provided under the Agreement requires modification, the parties shall attempt to resolve the issue amicably and to agree upon any needed changes to this Agreement and to implement the adjustments required by the County. If the parties are unable to reach an agreement, the parties shall be discharged from further obligations under the terms of the Agreement.

## ARTICLE VI SPECIAL PROVISIONS

1. All services provided pursuant to this Agreement must be authorized by the County. It is also understood that the need for Contractor services pursuant to this Agreement will be at the sole discretion of the County. Contractor's duties will include the following:
  - A. Hearing all in-custody detention matters and setting bond for detainees.
  - B. Conducting all detained & non-detained arraignments.
  - C. Conducting all Show Cause hearings on abuse/neglect matters.
  - D. Assisting the Presiding Judge, Juvenile Division as requested in all other judicial functions.
  - E. Contractor agrees to adhere to all applicable policy and procedure concerning facility security and confidentiality of client information.

## ARTICLE VII EQUAL OPPORTUNITY AND DISCRIMINATION

The County and the Contractor agree they are equal opportunity employers and in compliance with Federal regulations, at Title 45, Code of Federal Regulations, Part Eighty (80) (which implement P.L. 88-352 Civil Rights Act of 1964) and execute orders thereunder and the Rehabilitation Act of 1973, as amended, including but not limited to, giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin or handicap.

## ARTICLE VIII LIABILITY

Contractor shall perform his work under this Agreement as a Court Referee and agrees that the County is to be free from all liabilities and damages resulting from his performance hereunder. It is further agreed that Contractor will indemnify and hold harmless the County against all claims and causes of action of any kind and character, which may arise as a result of Contractor's performance under this contract. Contractor further agrees not to hold County liable for any personal loss of property or personal injury or death, which may result from his/her rendering of any services by Contractor pursuant to this Agreement.

Contractor agrees to maintain liability insurance in amounts sufficient to satisfy any claims which may arise under the Governmental Tort Claims Act 51 O.S. 151-171 (up to \$1,000,000.00 for any number of claims arising out of a single occurrence) insuring the County against any liability claims arising out of the performance of this contract and resulting from any acts of omission or commission by the Contractor.

## ARTICLE IX COMPLIANCE WITH LAW

Contractor agrees to comply with all applicable State and Federal Laws, statutes, regulations, rulings or enactments of any governmental authorities that are applicable to this Agreement. Observance of and compliance with their requirements shall be the responsibility of Contractor without reliance on, or superintendent of, or direction by the County.

Contractor understands he/she is responsible for payment of wages and benefits required by federal law (i.e., FICA) to any persons employed in conjunction with fulfillment of obligations of this contract.

## ARTICLE X EVALUATIONS

The County through any authorized representative has the right, at all reasonable times, to inspect, investigate or otherwise evaluate the service performed. If any inspection, investigation or evaluation is made by the County, the Contractor shall provide all reasonable assistance. All inspections, investigations, or evaluations shall be performed in such a manner as will not unduly interfere with the performance of the service.

## ARTICLE XI FEES

Contractor shall not impose any fees to clients for services provided pursuant to this Agreement.

## ARTICLE XII OWNERSHIP INFORMATION

Contractor affirms that no person who has ownership or controls interest in, or is an agent or managing employee, has been convicted of a criminal offense involving moral turpitude.

## ARTICLE XIII CANCELLATION/TERMINATION

In the event Contractor fails to meet the terms and conditions herein or fails to provide services in accordance with the provisions of this Agreement, the County may, upon written notice of default to Contractor, cancel this Agreement immediately and such cancellation shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law. This Agreement may be terminated for any reason, by either party by giving thirty (30) days written notice to the other party.

## ARTICLE XIV MODIFICATION

Contractor is not authorized to change any element of this Agreement. All changes shall be consummated by formal written amendment agreed and executed by both the County and Contractor.

This Agreement is made in the State of Oklahoma and shall be governed by the laws of the State of Oklahoma, and Article 10 Section 26 of the Oklahoma Constitution.

# PENDING APPROVAL

For the faithful performance of the terms of this amended contract the parties hereto in their capacities as stated affix their signatures.

Oklahoma County Juvenile Center

PARTICIPANT

*Lawrence E. Hicks*  
Lawrence E. Hicks  
Director

*Stephen L. Sullins*  
Stephen L. Sullins  
2016 Rocky Point Drive  
Edmond, OK 73003  
Telephone: 844-8957

*Richard W. Kirby*  
Richard W. Kirby  
Presiding Judge  
Juvenile Division,  
District Court

Subscribed and sworn to before me this 3<sup>rd</sup> day of June, 2010

My Commission Expires: 5/10/14 *Valerie D. Lee*  
Notary Public



APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Board of County Commissioners  
Oklahoma County, Oklahoma

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Chairman

*[Signature]* 6/4/2010  
Assistant District Attorney

\_\_\_\_\_  
Member

ATTEST: \_\_\_\_\_, Deputy  
Carolynn Caudill, County Clerk

\_\_\_\_\_  
Member

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-03-2010

Requisition No--: 11007524  
Requisition Type--: Purchase Requisition  
Creation Date--: 06-01-2010  
Description--: DA CONTRACT FOR COURT REFEREE/LEGAL SERVICES FOR FY 2011

Requestor  
Lee, Valerie Denise      Qty/Amt      Unit Price      Line Amt      Category  
15,000      \$      1.00      \$15,000.00      SERVICE.PROFESSIONAL  
Item Description: DA CONTRACT FOR COURT REFEREE SERVICES AS NEEDED FOR FY 2011  
Vendor:STEPHEN L SULLINS      Distribution: 1001.5200.54451.2011

Requisition Total:      \$15,000.00

Approval Action (Circle One)

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Approve      Forward      Reject

Forward To : \_\_\_\_\_

Note : \_\_\_\_\_

Signature: \_\_\_\_\_