

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE June 23, 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.: 11007724 REQUISITION SHEET ATTACHED:  YES  N/A

NAME OF FUNDS: General Funds

FUND NUMBERS: 1001 / 5200 / 54455

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

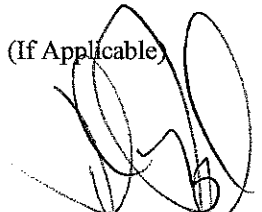
NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2 Originals

AGENDA ITEM READS AS FOLLOWS: \_\_\_\_\_

Please review and approve Contract Agreement between the Board of County Commissioners of Oklahoma County and Umo Ekpenyong who shall serve as part-time Dietician for the County and agrees to provide on-site consultations to the County as provided for in this agreement. Contractor will provide food consultations for no more than 18 hours between the beginning and end of this agreement and receive reimbursement for services not to exceed \$900 dollars. This contract is effective July 1, 2010 through June 30, 2011.

APPROVED BY DA

(If Applicable)

  
6/17/2010

ASSISTANT DISTRICT ATTORNEY

Please initial if privacy/security protected information exist

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

COUNTY CLERK – PRIVACY/PROTECTED INFORMATION: re 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  
ENGINEER  
PURCHASING

(If Applicable)  
(If Applicable)

COUNTY ENGINEER  
PURCHASING AGENT

  
6-10-10

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.

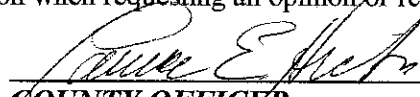
DATE OF REQUEST: 6 / 10 / 10

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 Contract Agreement between the Board of County Commissioners of Oklahoma County and Umo Ekpenyong who shall serve as part-time Dietician for the County and agrees to provide on-site consultations to the County as provided for in this agreement. Contractor will provide food consultations for no more than 18 hours between the beginning and end of this agreement and receive reimbursement for services not to exceed \$900 dollars. This contract 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).

  
\_\_\_\_\_  
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/10/10

REPLY BY DISTRICT ATTORNEY: Received

RECEIVED

JUN 10 2010

CIVIL DIVISION  
DISTRICT ATTORNEY

DAVID PRATER  
DISTRICT ATTORNEY

By: \_\_\_\_\_



STATE OF OKLAHOMA  
DISTRICT ATTORNEY  
RECEIVED FOR FILE  
JUN 10 10 PM 3:28  
COUNTY CLERK

## AGREEMENT

This Agreement consists of five (5) 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 **Umo Ekpenyong**, hereinafter called "Contractor" constitutes the entire Agreement between the County and Contractor.

### ARTICLE I QUALIFICATIONS

Contractor is a private entity and not an agent of the County or any other division or department of the County.

Contractor is a Dietician and is licensed to practice Dietetics in the State of Oklahoma.

Contractor agrees to serve as part-time Dietician for the County and agrees to provide on-site consultation to the County as provided for in this Agreement.

### 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 pursuant to the previous contract.

### 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 provide food consultation services for no more than 18 hours between the beginning and the end of this agreement. In return for services provide pursuant to Article I and VI, the County agrees to pay Contractor \$50.00 per hour for food consultation services. Total reimbursement pursuant to this contract cannot exceed nine hundred dollars (900.00).

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. The County must authorize all claims.

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, that 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 allow ability 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

All services offer pursuant to the Agreement must be authorized prior to delivery by the County.

The primary purpose for Food Consultation Services for the County is to make sure the County meets all requirements of the American Correctional Association and other regulatory agencies which elate to food services and to improve the overall quality of the food services program. Contractor will be responsible for the following:

1. Review and approval, at least annually, of the County's system of dietary allowance to ensure compliance with nationally recommended food allowances. (Approve Menus).
2. Assistance and suggestions, and subsequent review and approval of our system for documenting actual meals served. We presently use completed menus (which should include noting all substitution made) and quarterly reports by the kitchen manager.
3. Assist with insuring the preparation and storage of food meets all necessary health requirements.
4. Assist with insuring all meals served meet nutritional requirements both in terms of quantity and quality.
5. Suggest ways to improve the Food Service Program by providing meals which not only nutritional requirements, but that also taste good and are served in an appealing manner.
6. Assist with the planning/approval of special medical diets. (We do have a doctor and a registered nurse on staff.)
7. Offer suggestions/observations in any area related to improving the overall food services program.
8. 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 an independent contractor 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.

## 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 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  
Oklahoma County Juvenile Bureau

Umo Ekpenyong  
Umo Ekpenyong  
[REDACTED]  
[REDACTED]

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

Subscribed and sworn to before me this 9<sup>th</sup> day of June, 2010

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



APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010

Board of County Commissioners  
Oklahoma County, Oklahoma

APPROVED:  
[Signature] 6/10/2010  
Assistant District Attorney

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

DATE PRINTED--: 06-08-2010

Requisition No--: 11007724  
Requisition Type--: Purchase Requisition  
Creation Date--: 06-08-2010  
Description--: DA CONTRACT FOR PROFESSIONAL SERVICES (DIETICIAN)/FY 11

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Lee, Valerie Denise	900	\$ 1.00	\$900.00	SERVICE, PROFESSIONAL
Item Description: DA CONTRACT FOR PROFESSIONAL SERVICES (DIETICIAN) FOR JUVENILES IN DETENTION FOR FY 2011				
Vendor:UMO EKPENYONG				Distribution: 1001.5200.54455.2011
Requisition Total:			\$900.00	

Approval Action (Circle One)  
-----  
Approve      Forward      Reject

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

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

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

PENDING APPROVAL