

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE June 21³⁰, 2010 AGENDA

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

DEPARTMENT: District 1 _____ REQUESTED BY: Mike Sullivan

REQUISITION NO.: 11008084 REQUISITION SHEET ATTACHED: _____ YES X N/A

NAME OF FUNDS: Highway Cash - District One

FUND NUMBERS: 1110 / 9100 / ~~54209~~

REVIEWED FOR PRIVACY-PROTECTED INFORMATION: _____ YES _____ N/A

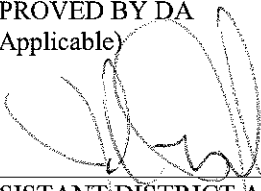
NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action regarding On-Call Accounting Services Contract between Susan Lane, DBA as Sue Allen Lane, CPA, PLLC and the Board of County Commissioners of Oklahoma County entered into on behalf of District 1 in an amount not to exceed \$10,000.00 for as needed accounting service for Oklahoma County District One, including but not limited, to the development of cash flow management system, training of District One personnel on use of cash flow management system, assistance with monthly updates, assistance with year-end reports, assistance with budget preparation, and review of other documents as necessary. Req. Number from Highway Cash. Requested by Willa Johnson, Commissioner, District No. 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)

 8/22/2010

ASSISTANT DISTRICT ATTORNEY

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: _____ 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: 6²² / 1 / 10

COUNTY DEPARTMENT MAKING REQUEST: District One *JNB*

Review of Althea's request for on-call accounting services for upcoming fiscal year

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: 6/22/10

REPLY BY DISTRICT ATTORNEY: Reviewed

DAVID W. PRATER
DISTRICT ATTORNEY

By: *[Signature]*

RECEIVED
JUN 22 2010
CIVIL DIVISION
DISTRICT ATTORNEY

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DISTRICT 1 ON-CALL ACCOUNTING SERVICES CONTRACT

This Professional Service Contract (“the Contract”) is entered into between the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, (“the County”) and **SUSAN LANE, DBA SUE ALLEN LANE C.P.A., PLLC**, “the Accountant”, having a notice address of PO Box 72170, Oklahoma City, Oklahoma 73170, for the purpose of providing the following to wit:

On call, as needed accounting service for Oklahoma County District One, including but not limited, to the development of cash flow management system, training of District One personnel on use of cash flow management system, assistance with monthly updates, assistance with year-end reports, assistance with budget preparation, and review of other documents as necessary.

WITNESSETH:

County and Accountant, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged , agree as follows:

ACCOUNTANT AGREES:

1. To provide on-call, as-needed accounting services for the County which include the development of cash flow management system, training of District One personnel on use of cash flow management system, assistance with monthly updates, assistance with year-end reports, assistance with budget preparation, and review of other documents as necessary. Accountant is to submit to County for review and approval for payment an itemized monthly claim which specifically indicates the number of hours worked, the dates said work was performed, and a description of services rendered.
2. To comply with all federal, state, and local laws, regulations and ordinances applicable to the work being performed.
3. To be available for such conferences as the County may deem necessary in connection with the work.
4. The interest of the Accountant under this Agreement may not be assigned in whole or in part by the Accountant without the prior express written consent of the County.

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THE COUNTY AGREES:

To pay a fee not to exceed Ten Thousand Dollars and No Cents (\$10,000) per year at the hourly rate of \$35.00 per hour for services rendered per year, beginning on July 1, 2010 terminating no later than June 30, 2011. Approval of payment is contingent upon Accountant's submission of a proper itemized monthly claim as set out in Paragraph One (1) above.

THE PARTIES AGREE:

It is further mutually agreed by the County and Accountant that:

1. Either party reserves the right to terminate this Contract at any time for any reason with written notice to the other party.
2. The terms of this Contract begin upon execution by both parties and terminate no later than June 30, 2011 unless terminated earlier as set out in Paragraph One (1) above.
3. All work performed under this Contract shall be done in a manner acceptable to the County, and all data and reports made pursuant to this Contract shall become the sole property of the County.
4. The Accountant warrants that the Accountant is a Certified Public Accountant properly licensed in the State of Oklahoma. The Accountant shall perform services pursuant to this Contract as an independent contractor and not as an employee of Oklahoma County.
5. The parties agree that this Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract among the parties until such time as an executed counterpart of this document has been executed by each party and a copy thereof delivered to the other party to this Agreement.
6. The County and the Accountant agree that the Accountant is working as an Independent Contractor and will have no claim upon the County for any medical benefits, retirement benefits, accumulated sick or leave hours or in any manner be treated as an employee of Oklahoma County. While the County will provide Accountant with documents, information and direction concerning how to assist the County, Accountant will have the independent ability, based on the professional expertise of her CPA status, to produce the development of a cash flow management system, to make suggestions and help in the training of District One personnel on use of cash flow management

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system, to give assistance with monthly updates, to give assistance with year-end reports, and to give assistance with budget preparation.

- 7. Accountant certifies she is a CPA and possesses the knowledge, skill and professional credentials to represent herself as a CPA and is duly licensed as such and that she has no financial interest in any matters concerning the operation of the County of Oklahoma County and will execute and attach to this Contract any and all affidavits or statement of Non-collusion required by the County of Oklahoma County.

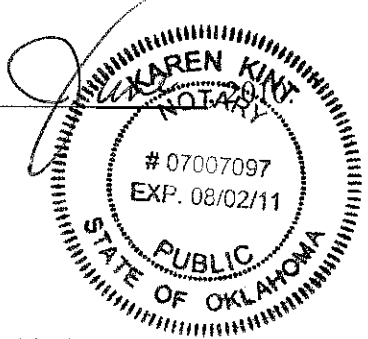
EXECUTED BY SUSAN LANE THIS _____ DAY OF _____, 2010.

Sue Allan Lane, CPA PLLC
 Sue Allan Lane, CPA, PLLC

Subscribed and sworn to before me this 22nd day of _____

Notary: [Signature]

My Commission Expires: 08/02/11



APPROVED this _____ day of _____, 2010, by the BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY.

Chairman

Vice-Chairman

Member

ATTEST:

 Carolyn Caudill, County Clerk Deputy

Reviewed and approved as to form and legality
[Signature] 6/22/2010
 District Attorney

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OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-21-2010

Requisition No--: 11008084
Requisition Type--: Purchase Requisition
Creation Date--: 06-18-2010
Description--: BLANKET NOC ACCOUNTING SERVICE

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Rogers, Pat M	10,000	\$ 1.00	\$10,000.00	SERVICE PROFESSIONAL
Item Description: ACCOUNTING SERVICE				
Vendor: SUE ALLEN LANE CPA PLLC				
Requisition Total:			\$10,000.00	Distribution: ...

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____