


# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE June 23, 2010 AGENDA

DEPARTMENT: Facilities Management REQUESTED BY: Mark Stephens 

REQUISITION NO.: \_\_\_\_\_ REQUISITION SHEET ATTACHED: \_\_\_\_\_ YES \_\_\_\_\_ X \_\_\_\_\_ N/A

NAME OF FUNDS: \_\_\_\_\_

FUND NUMBERS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? \_\_\_\_\_ YES \_\_\_\_\_ NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

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

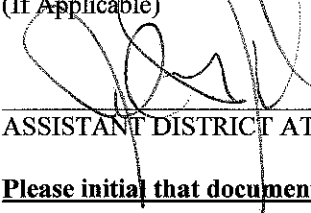
AGENDA ITEM READS AS FOLLOWS: \_\_\_\_\_

For discussion and possible action for approval of Agreement between the Board of County Commissioners and Department of Rehabilitation Services, Division of Visual Services for following locations to be used as a Blind Vending Facility:  
Oklahoma County Courthouse 321 Park Avenue  
Oklahoma County Annex Building 320 Robert S. Kerr  
Oklahoma County Jail 201 N. Shartel,  
Juvenile Justice Center, 5909 N. Classen,  
Oklahoma County Lincoln Building 4201 N. Lincoln,  
Oklahoma County District #2 7105 S.E. Anderson Road a.  
This agreement commences July 1, 2010 and ends June 30, 2011.

APPROVED BY DA  
(If Applicable)

APPROVED BY ENGINEER  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

 6/16/2010

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

**Please initial that document has been reviewed for privacy-protected or security information**

DISTRICT ATTORNEY: \_\_\_\_\_ YES \_\_\_\_\_ N/A

COUNTY CLERK: \_\_\_\_\_ YES \_\_\_\_\_ N/A

Indicate any privacy-protected information that exists \_\_\_\_\_

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

DATE OF REQUEST: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

**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 /16 / 2010

**COUNTY DEPARTMENT MAKING REQUEST:** Facilities Management

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

Please review the contract between BOCC and Department of Rehabilitation Services, Division of Visual Services for the fiscal year 2010-2011.

**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).

*Mark Stephen*  
**COUNTY OFFICER**

**DATE RECEIVED BY DISTRICT ATTORNEY:** 6/16/10

**REPLY BY DISTRICT ATTORNEY:** Reviewed

STATE OF OKLAHOMA  
OKLAHOMA COUNTY  
RECORDED OR FILED  
2010 JUN 16 P 1:57  
STATE OF OKLAHOMA  
COUNTY CLERK

RECEIVED  
JUN 16 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

**DAVID PRATER  
DISTRICT ATTORNEY**

By: *[Signature]*

# PENDING APPROVAL

## OCCUPANCY AGREEMENT

**THIS OCCUPANCY AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 between the Board of County Commissioners of Oklahoma County ("County") and the Oklahoma Department of Rehabilitation Services, Division of Visual Services ("D.R.S.").

The parties hereto do covenant and agree to the following:

1. The County hereby assigns to the D.R.S. the following described premises to be used as a Blind Vending Facility pursuant to 7 O.S. § 71 et seq, as amended:

Oklahoma County Court House	321 Park Avenue	Oklahoma City, OK.
Oklahoma County Court Annex Building	320 Robert S. Kerr	Oklahoma City, OK.
Oklahoma County Jail	201 N. Shartel	Oklahoma City, OK.
Juvenile Justice Center	5909 N. Classen	Oklahoma City, OK.
Oklahoma County Lincoln Property	4201 N. Lincoln	Oklahoma City, OK.
Oklahoma County District # 2	7105 NE Anderson Rd.	Oklahoma City, OK.

2. To have and hold the same for a term of 12 months beginning July 1, 2010 and ending June 30, 2011 and with renewable 12 month terms each fiscal year thereafter, upon written agreement of the parties.
3. The County agrees to furnish to D.R.S., during occupancy of said premises, under terms of this Agreement, the following utilities and services: all utilities, **except telephone**, during normal business hours as defined in Section 11.
4. All Managing Operators of said food service shall be selected by the D.R.S. in accordance with the Rules and Regulations Governing the Vending Facility Program and will manage the facility under the standard contract for such facilities. The Managing Operator may be removed or replaced by the D.R.S. in accordance with the agreement made with the Vending Facility Operators and Rules and Regulations governing the Vending Facility Program. The D.R.S. shall notify the County, in writing, within five (5) days of any changes in the management of the Vending Facility Program at said facility.
5. The County shall maintain said premises in good repair and usable condition during the continuance of this Agreement with the exception of any food service related equipment or any other property of the Managing Operator or D.R.S. All injury, breakage or damage to the Premises caused by the Managing Operator, or the agents, servants, employees or visitors of Managing Operator, shall be repaired by and at the sole expense of the Managing Operator, normal wear and tear excepted.
6. For the purpose of maintaining the premises, the County reserves the right at reasonable times to enter and inspect the premises and to make necessary repairs thereto.

# PENDING APPROVAL

7. The D.R.S. or Managing Operator shall not install any equipment of any kind or nature whatsoever which will or may necessitate any substantial changes, replacements or additions to, or in the use of, the water system, heating system, plumbing system, air-conditioning system, or electrical system of the Building without first obtaining written consent of the County.
8. The Managing Operator shall procure all necessary operating permits and licenses required by law and will conform to all City and State health and fire codes and Federal OSHA standards.
9. The Managing Operator and the D.R.S. shall not assign the premises that are subject to this agreement without preauthorization, in writing, from the County.
10. The Managing Operator shall fully protect, indemnify, and hold harmless the County and the D.R.S. from and against each and every claim, demand or cause of action, and any liability, cost, expense, damage or loss in connection therewith, which may be made or asserted by manager's employees or agents or by third parties on account of personal injury, bodily injury, or death, or breach of contract, or any other liability whatsoever. The Managing Operator shall hold harmless the County and the D.R.S. for any acts beyond their sole control, which interrupt the operations, or cause loss of sales, spoilage, or loss or damage to manager owned property.
11. The Managing Operator shall protect himself/herself by liability insurance against any and all claims for damages to persons or property which may arise out of operations under this agreement, whether such operation by himself/herself or a subcontractor or by anyone directly employed by either of them. A certificate of Insurance must be filed as an Attachment 1 of this Agreement and with the Administrator of Visual Services. The public liability insurance shall have limits of not less than \$100/300,000.00 and the property damage of not less than \$50/100,000.00.
12. This Agreement shall not be modified, altered or amended except by written agreement executed by the parties hereto with the same formality as this Agreement.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**OKLA. DEPARTMENT OF  
REHABILITATION SERVICES**

By: Jane Nelson  
Administrator, Division of Visual Services

**BOARD OF COUNTY COMMISSIONERS  
OKLAHOMA COUNTY, OKLAHOMA**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ATTEST:**

\_\_\_\_\_  
Carolynn Caudill, Oklahoma County Clerk

Approved as to legality and form

6/16/2010  
\_\_\_\_\_  
Assistant District Attorney