

PENDING APPROVAL

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

REQUISITION NO.: 11007890 REQUISITION SHEET ATTACHED: X YES _____ N/A

NAME OF FUNDS: Oklahoma County Social Services General Fund

FUND NUMBERS: 1001-6100

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? ___ YES X 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: _____ 3 _____

AGENDA ITEM READS AS FOLLOWS: Approval of agreement renewal between the Board of Oklahoma County Commissioners on behalf of Department of Oklahoma County Social Services and Central Oklahoma Transportation and Parking Authority to provide public transportation services for Route 19. Amount payable under this contract is not to exceed \$88,200. Agreement to be effective upon approval by the Board of Oklahoma County Commissioners through June 30, 2011 Requested by Christi Jernigan, Director, Oklahoma County Social Services.

APPROVED BY DA
(If Applicable)


ASSISTANT DISTRICT ATTORNEY

APPROVED BY ENGINEER
(If Applicable)

6/24/2010
COUNTY ENGINEER

APPROVED BY PURCHASING
(If Applicable)


PURCHASING AGENT

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

DISTRICT ATTORNEY: _____ YES _____ N/A

COUNTY CLERK: RC 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: _____
CHAIRMAN

PENDING APPROVAL

572

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FOR THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES FROM THE DISTRICT ATTORNEY 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 REQUESTS FOR ADVICE WILL BE RESPONDED TO 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 "GOOD FAITH AND COURSE OF EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: _____

COUNTY DEPARTMENT MAKING REQUEST: Department of Oklahoma County Social Services

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

Approval as to form and legality of agreement renewal between the Board of Oklahoma County Commissioners on behalf of the Department of Oklahoma County Social Services and the Central Oklahoma Transportation and Parking Authority to provide public transportation services for Route 19. Amount payable under this contract is not to exceed \$88,200. Agreement to be effective upon approval by the Board of County Commissioners through June 30, 2011. Requested by Christi Jernigan, Director, Oklahoma County Social Services.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.


COUNTY OFFICER

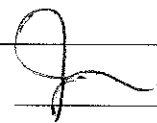
DATE RECEIVED BY DISTRICT ATTORNEY: 6/23/10

RECEIVED

JUN 23 2010

REPLY BY DISTRICT ATTORNEY: Reviewed

CIVIL DIVISION
DISTRICT ATTORNEY



David Prater

PENDING APPROVAL



2000 South May Ave.
Oklahoma City, OK 73108
telephone 405.297.2777
fax 405.316.2777
www.gometro.org

COTPA
INTERLOCAL COOPERATIVE AGREEMENT
WITH
OKLAHOMA COUNTY
FOR
FISCAL YEAR 2010 – 2011
FOR
ROUTE 19
FOR
PROJECT 2010 – 18

June 4, 2010

PENDING APPROVAL

INTERLOCAL COOPERATIVE AGREEMENT

OKLAHOMA COUNTY & CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY

Fiscal Year 2010- 2011

This INTERLOCAL COOPERATIVE AGREEMENT (the "Agreement") is entered into effective July 1, 2010 between the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY (on behalf of Oklahoma County Social Services)**, a political subdivision organized and existing under the laws of the State of Oklahoma ("Oklahoma County"), and the **TRUSTEES OF THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY**, a public trust organized and existing under the laws of the State of Oklahoma ("COTPA").

RECITALS:

WHEREAS, Title 74, Oklahoma Statutes, Section 1003(A)(1), specifically defines Oklahoma County as a "public agency" in being a political subdivision, thereby entitling the County to participate in interlocal cooperative agreements and thus contract for governmental services with another public agency;

WHEREAS, Title 74, Oklahoma Statutes, Section 1003(A)(3), specifically defines COTPA as a "public agency" in being a public trust of this state regardless of whether the beneficiary of such trust is a municipality, a county, or the State of Oklahoma;

WHEREAS, COTPA exists as a public trust under COTPA's Trust Agreement and Indenture, dated February 1, 1966, and is controlled by COTPA's By-Laws, which were adopted by Resolution by the Board of Trustees on December 22, 1991;

WHEREAS, Title 74, Oklahoma Statutes, Section 1008A, specifically authorizes Oklahoma County and COTPA to enter this Agreement to perform any governmental service, activity or undertaking which the public agency is authorized by law to perform;

WHEREAS, COTPA, pursuant to COTPA's Trust Indenture, Article III, Section I, exists for the following purposes:

To plan, establish, develop, acquire, construct, purchase, install, repair, enlarge, improve, maintain, equip, finance and refinance, operate and regulate public transportation systems and facilities and public parking systems and facilities either within or without the territorial boundaries of The City of Oklahoma City, including, but not limited to the purchase, lease construction, installation, equipping, maintenance and operation of such buildings and other facilities necessary for the servicing of such public transportation systems and facilities or for the comfort and accommodation of patrons of such public transportation systems and facilities or public parking systems and facilities or for the use by authorities or agencies of the United States of America, the State of Oklahoma or other political subdivisions of government or other uses that any municipality

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may undertake as to public transportation or public parking and the buildings and facilities thereof;

WHEREAS, there exists a need for public mass transportation services within Oklahoma City and Oklahoma County for the purposes of providing transit service to eastern Oklahoma County; and

WHEREAS, COTPA has been designated the public mass transportation provider for the Oklahoma City metropolitan area;

WHEREAS, Oklahoma County and COTPA mutually agree that their combined efforts will help address the needs for additional mass transportation to eastern Oklahoma City and Oklahoma County;

WHEREAS, Oklahoma County operates Oklahoma County Social Services at 7401 Northeast 23rd Street, Oklahoma City, Oklahoma, which houses a variety of services including, but not limited to, the One-Stop Center for employment and job training, veterans' service, and social services, of which said Center has only become accessible by public transportation as a result of the interlocal cooperative effort of Oklahoma County and COTPA; and

WHEREAS, eastern Oklahoma City and Oklahoma County are home to other vital health service centers and facilities, such as the Mary Mahoney Memorial Health Center, the City-County Health Department, and other sites of need and importance to the citizens of Oklahoma City and Oklahoma County.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual agreements and conditions herein described, the parties agree as follows:

1. **Description of Service.** COTPA shall provide the following:
 - a. The weekday transit service for METRO Transit Route 19, Green Pastures, as set forth, shown and described on the attached schedule;
 - b. Regular weekday paratransit service in accordance with provisions of the Implementation Plan approved by the COTPA Board of Trustees;
 - c. Telephone information service about transit services described in paragraphs a. and b. above;
 - d. Bus stop signs and poles at all designated stops which comply with applicable local and County ordinances;
 - e. A written request to any third party provider seeking the placement of bus benches and shelters along said Route, in the number and/or locations as may be funded by existing COTPA budgets, and which comply with the applicable local and County ordinances;

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- f. Written notice, 30 days in advance, of all changes in service to a. through e. above;
- g. Service shall not be provided on national holidays which fall on days of service.

2. Cost of Service. Oklahoma County agrees to pay the following:

An annual amount not to exceed \$88,200.00 (Eighty-Eight Thousand Two Hundred Dollars) for METRO Transit and paratransit service required under COTPA's Implementation Plan.

3. Method of Payment. COTPA shall invoice Oklahoma County on a monthly basis for the month just completed. Invoices shall be accompanied by a report indicating ridership data for Route 19 during the relevant invoicing period. Upon receipt and approval of this invoice and report, Oklahoma County shall process said claim in the usual and customary manner and shall forward to COTPA payment in the amount stated on the invoice submitted by COTPA. Such payment shall be forwarded to COTPA not later than forty-five (45) days after receipt of said invoice.

4. Term. This Agreement shall be effective upon approval by the Board of Oklahoma County Commissioners, and shall continue from July 1, 2010 through June 30, 2011.

5. Purpose. The purpose of this Agreement is to permit Oklahoma County to assist COTPA's efforts in providing safe and convenient mass transportation to the citizens of Oklahoma City and Oklahoma County, specifically providing assistance to COTPA for the purpose of expanding COTPA's service to eastern Oklahoma County, said assistance in the form of financial contribution provided at the expense of Oklahoma County, subject to the availability of said funds.

6. Waiver of Claims. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

7. Equipment and Employees. All equipment used by COTPA and Oklahoma County in carrying out this Agreement will, at the time of action hereunder, be owned by or under the jurisdiction of each entity, respectively; and all personnel acting for COTPA and Oklahoma County under this Agreement will, at the time of such action, be an employee or agent of their respective public agency.

8. Termination. This Agreement may be terminated at any time by either party with or without cause upon tendering written notice of such termination thirty (30) days prior to the effective date of such termination.

9. No Third Party Beneficiaries. It is not the intent of this Interlocal Cooperative Agreement to create any rights in any third parties.

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10. Authorized Administrator(s). For purposes of complying with Title 74, Oklahoma Statutes, Section 1004(d)(1) & (2), the Director of Oklahoma County's Social Services Department and the Administrator of COTPA shall be the administrators responsible for administering this cooperative undertaking. Also, it is expressly understood that Oklahoma County shall have no right, claim or title to any real or personal property used in this cooperative undertaking, other than property used specifically by Oklahoma County, which is held by Oklahoma County as a matter of law.

11. No Assignment. This Agreement is not assignable except upon the prior written consent of all parties hereto.

12. Execution. This Agreement shall be executed in quadruplicate, each copy of which shall be as an original.

13. Effective Fiscal Year. The effective date of this Agreement shall be upon execution hereof by the last party thereto and may be renewed at the beginning of each fiscal year upon the mutual agreement of all parties.

14. Amendment. This Agreement may not be amended except by express written agreement of all parties hereto.

15. Captions. The captions, titles, and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof.

16. Interpretation. When any word in this Agreement is used in the singular number, it shall include the plural, and the plural, the singular, except where a contrary intention plainly appears. When any word in this Agreement is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

17. Preservation of Defense and Right. Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. § 151 et seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this agreement.

18. Whole Agreement. It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties, and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

PENDING APPROVAL

APPROVED by the TRUSTEES OF THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY, and signed by the Administrator for the METRO Transit, COTPA, this 4th day of JUNE, 2010.

TRUSTEES OF THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY

ATTEST:

By 
Chairman of the Board of Trustees

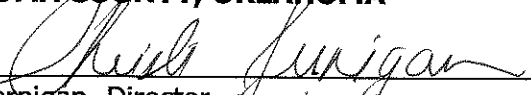

Secretary, METRO Transit

Reviewed as to form and legality.


Assistant Municipal Counselor

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

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA

By 
Christi Jennigan, Director ~~Department of Training and General Assistance~~ **OKLAHOMA COUNTY SOCIAL SERVICES**

By _____
Chairman, Board of County Commissioners

ATTEST:

By _____
Member, Board of County Commissioners

County Clerk

By 
Member, Board of County Commissioners

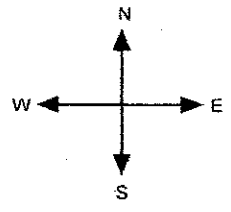
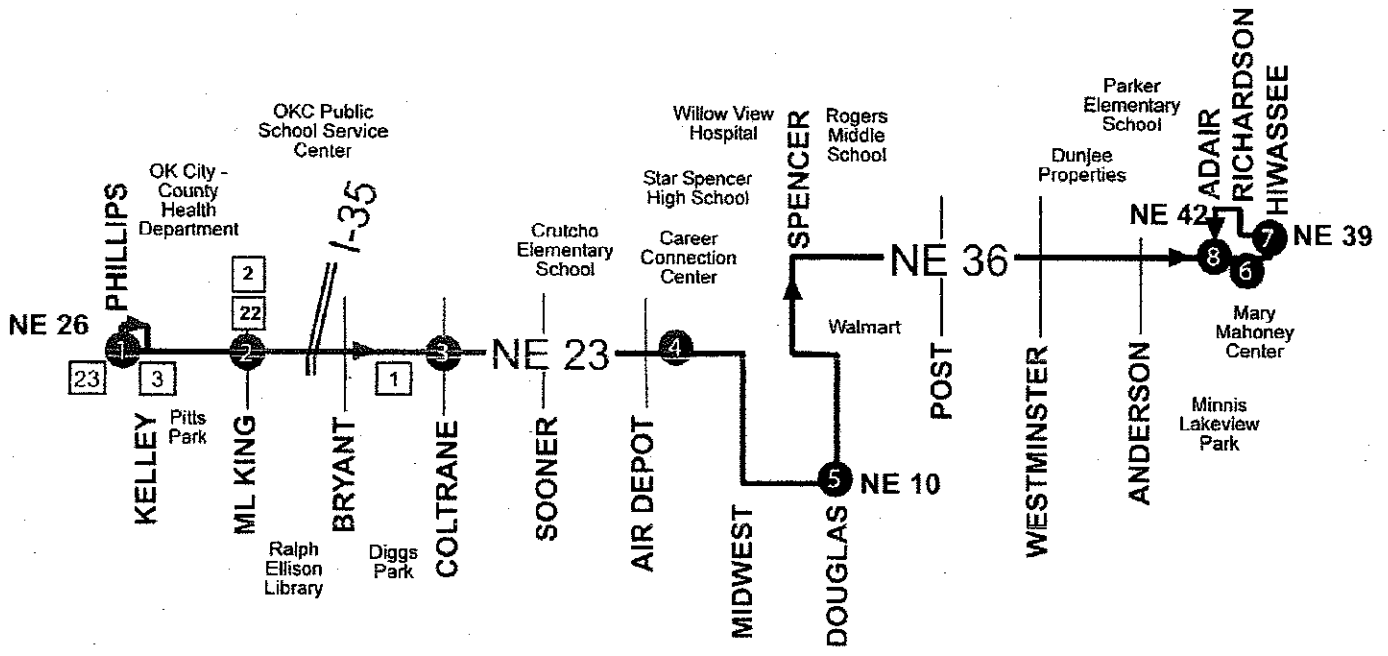
Reviewed as to form and legality this 29 day of June, 2010.

Assistant District Attorney

PENDING APPROVAL

ROUTE 19: GREEN PASTURES/NE OK COUNTY

WEEKDAYS ONLY (No Weekend Service)

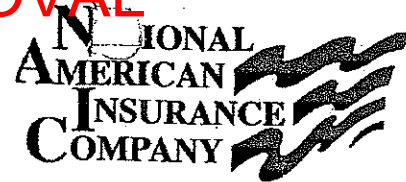


LEGEND

- = DIRECTION
- = TRANSIT CENTER
- = TRANSFER ROUTE
- = NEARBY ROUTE
- = TIMEPOINT
- = DIRECTION CHANGE
- = PARK & RIDE

**COMMON POLICY
DECLARATIONS**

PENDING APPROVAL



A CAPITAL STOCK COMPANY
1010 MANVEL AVE
CHANDLER, OKLAHOMA 74834
(800) 822-7802

POLICY NUMBER
PA00000335

RENEWAL OF NUMBER
PA00000235

NAMED INSURED :
CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING
AUTHORITY; COTPA
2000 S MAY AVE
OKLAHOMA CITY, OK 73108-4446

Customer#: 0151008

SIC: 9199

Other: _____

POLICY PERIOD :

From 7/01/2009 To 7/01/2010

12:01 A.M. Standard Time at insured's mailing address..

Business Description:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL AUTOMOBILE COVERAGE PART	\$ 119,968.00

Audit Period is:

TOTAL 119,968.00

Premium shown is payable: \$ _____ at inception; \$ _____ 1st Anniversary; \$ _____ 2nd Anniversary

Forms and Endorsements applicable to all Coverage Parts: **SEE FORMS LIST**

Countersigned 8-7-09 By _____
(Date)

Kenneth H. Anderson
(Authorized Representative)

AGENT: 30007 A
SUBPRODUCER:

OKLAHOMA BUSINESS INSURORS
AGENCY LLC
3001 UNITED FOUNDERS BLVD
OKLAHOMA CITY, OK 73112-4291

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS
AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

7/07/2009

(C00001)

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-11-2010

Requisition No--: 11007890
 Requisition Type--: Purchase Requisition
 Creation Date--: 06-11-2010
 Description--: BLANKET FOR BUS ROUTE 19 FOR PUBLIC TRANSPORTATION SERVICES FY 1
 Requestor
 Bolden, Terry Lynn Qty/Amt Unit Price Line Amt Category
 88,200 \$ 1.00 \$88,200.00 SERVICE.MISCELLANEOUS
 Item Description: NOC-PROGRAM SUPPORT FOR BUS ROUTE 19 FOR PUBLIC TRANSPORTATION SERVICES FY 10/11
 Vendor:CENTRAL OKLAHOMA TRANSPORTATION & PARKING AUTHORITY Distribution: ...

Requisition Total: \$88,200.00

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____