

PENDING APPROVAL

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

REQUISITION NO.: 11007873 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: 0

AGENDA ITEM READS AS FOLLOWS: Approval of agreement renewal between the Board of Oklahoma County Commissioners on behalf of the Department of Oklahoma County Social Services and Daily Living Center to provide vehicle fuel and maintenance expense for transportation to persons eligible under the agreement. Amount payable under this contract is not to exceed \$12,000. 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)

[Signature]
ASSISTANT DISTRICT ATTORNEY

APPROVED BY ENGINEER
(If Applicable)

6/24/2011
COUNTY ENGINEER

APPROVED BY PURCHASING
(If Applicable)

[Signature]
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

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: 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 Daily Living Center for vehicle fuel and maintenance expense for transportation to persons eligible under the agreement. Amount payable under this contract is not to exceed \$12,000. 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.

Christi Jernigan
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/23/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED
JUN 23 2010
CIVIL DIVISION
DISTRICT ATTORNEY

David Prater
David Prater

PENDING APPROVAL

AGREEMENT OF COMMUNITY SUPPORT

Oklahoma County, Oklahoma

This agreement of Community Support (the "Agreement") is entered into between the Board of County Commissioners of Oklahoma County, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County"), and Daily Living Center, having a notice address of PO Box 608, Bethany, Oklahoma 73008, attention Donna Bowers.

WHEREAS, The County is authorized by Oklahoma Statutes to provide support for senior citizens and indigent persons pursuant to Title 19 and Title 56;

WHEREAS, The Center meets federal regulations for the furnishing of services to County residents who, by reason of age, infirmity, or misfortune, may have claims upon the sympathy and aid of the County; and

WHEREAS, The Center is currently providing services to seniors and/or indigent persons in Oklahoma County and is willing to continue offering such services within the constraints of its budget; and

WHEREAS, The County is desirous of contracting with the Center to provide aid to seniors and / or indigent persons in Oklahoma County;

NOW, THEREFORE, BE IT RESOLVED, the Center and County do mutually agree as follows:

1. The Center agrees to furnish the following services to senior citizens and / or indigent persons in Oklahoma County as their scheduling and resources permit:
 - a. Funds received by the Center under this agreement may be used for vehicle fuel and maintenance expense for transportation of eligible persons to and from Daily Living Center.
 - b. The Center understands and agrees that funds from this agreement may not be used to the direct aid of persons who are not eligible for aid under this agreement. Persons eligible to receive aid under this agreement are senior citizens and /or indigent persons residing in Oklahoma County.
2. In consideration for these services, County agrees to pay up to an amount not to exceed a total of \$12,000 (Twelve Thousand Dollars) for the contract period upon receipt of monthly claims, authorized and approved by the County. Monthly claims are to be sent to:

Terry Bolden
Oklahoma County Social Services
7401 Northeast 23rd Street
Oklahoma City, OK 73141
3. The Center agrees that the monies received pursuant to this agreement will be used solely for the purposes outlined in paragraph #1.
4. The parties agree that this agreement will become effective on the date this agreement is executed by the County, and will terminate on June 30, 2011, provided that either party may terminate this agreement on thirty (30) days' written notice to the other party. Further, the County may terminate this agreement at any time by written notice to the Center if the Center fails to perform its obligations under paragraph #1 above, as determined by the County in the County's sole and absolute discretion.
5. The Center will not impose any fees for services rendered and paid for under the terms of this agreement. Under this agreement, no person shall be excluded from participation, be denied

PENDING APPROVAL

benefits, or be subject to discrimination on the grounds of race, creed, color, sex, age, national origin, religion, or handicap.

6. The County has the right, at all reasonable times, to inspect, investigate, or otherwise evaluate the services performed pursuant to this contract. The Center further agrees to provide the County with monthly detailed reports of services rendered pursuant to this contract, including the number of people served. This report is to accompany the monthly claim as referenced in paragraph 2 of this agreement.
7. The Center shall perform services under this agreement as an independent contractor and accepts all liabilities and damages resulting from its performance hereunder. The Center agrees to indemnify and hold County harmless and free of any and all liabilities arising from any act of omission or commission by them with respect to this agreement. The Center agrees to maintain general liability insurance in an amount sufficient to satisfy any claims which might arise under the Oklahoma Governmental Tort Claims Act (51 O.S. 151 et seq.), which is a minimum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant per single act, accident, or occurrence and One-Million Dollars (\$1,000,000.00) per single occurrence or accident. The Center agrees to attach a copy of a certificate of insurance to this contract upon its execution.
8. No official or employee of Oklahoma County shall receive any share of the agreement or benefits that may arise there from and no official or employee of County shall serve as officers of the Center.

WITNESS THEREOF, the County and the Center have executed this Agreement.

APPROVED this _____ day of _____, 2010.

Daily Living Center

By: _____



Date: _____

By: _____

Christi Jernigan, Director
Oklahoma County
Social Services

**Board of County Commissioners
Oklahoma County, Oklahoma**

Chairman

Attest:

County Clerk

Approved this 24 day of Jul, 2010, (as to form and legality).



Assistant District Attorney

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 4/10/2010
PRODUCER (405) 840-9090 FAX: (405) 840-9691 Ledbetter Insurance Agency, Inc. 1000 NW Grand Blvd Oklahoma City OK 73118 Kristi Dill		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Daily Living Center, Inc. PO Box 608 Bethany OK 73008		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A: Philadelphia Indemnity
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BHPK550548	4/10/2010	4/10/2011	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 2,000,000				
		PRODUCTS - COMP/OP AGG \$ 2,000,000				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

CERTIFICATE HOLDER To Whom It May Concern c/o Daily Living Center, Inc. PO Box 608 Bethany, OK 73008	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Greg Moore, CIC/GH <i>Gregory E Moore</i>
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OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-11-2010

Requisition No--: 11007873
Requisition Type--: Purchase Requisition
Creation Date--: 06-11-2010
Description--: BLANKET FOR VEHICLE FUEL AND MAINTENANCE EXPENSE FOR TRANSPORTAT

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Bolden, Terry Lynn	12,000	\$ 1.00	\$12,000.00	SERVICE.MISCELLANEOUS
Item Description: NOC-COMMUNITY SUPPORT GRANT FOR VEHICLE FUEL AND MAINTENANCE EXPENSE FOR TRANSPORTATION				
FY 10/11				
Vendor:DAILY LIVING CENTER				
Distribution: ...				

Requisition Total: ----- \$12,000.00

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____