

PENDING APPROVAL

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

REQUISITION NO.: 11067874 REQUISITION SHEET ATTACHED: X YES _____ N/A

NAME OF FUNDS: Oklahoma County Social Services General Fund (TGA)

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 Eastern Oklahoma County Technology Center to provide services for the Adult Daycare Program for 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)


ASSISTANT DISTRICT ATTORNEY

APPROVED BY ENGINEER
(If Applicable)

8/24/2010
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

594

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 Eastern Oklahoma County Technology Center to provide services for the Adult Daycare Program for 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.


COUNTY OFFICER

RECEIVED

DATE RECEIVED BY DISTRICT ATTORNEY: 6/23/10

JUN 23 2010

REPLY BY DISTRICT ATTORNEY: Reviewed

CIVIL DIVISION
DISTRICT ATTORNEY


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 Eastern Oklahoma County Technology Center, having a notice address of 4601 North Choctaw Road, Choctaw, Oklahoma 73020, attention Dale C. Lott.

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, activity supplies and food supplies for the Adult Daycare Program.
 - 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

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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.

Eastern Oklahoma County Technology Center

By: _____

Date: _____

6-11-10

By: _____

Christi Jernigan, Director
Oklahoma County
Social Services

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

Chairman

Attest:

County Clerk

Approved this 24 day of June, 2010, as to form and legality.

Assistant District Attorney

PENDING APPROVAL



The Source for Workers' Compensation Insurance

CERTIFICATE OF INSURANCE

FORM UN106

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.

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

OKLAHOMA COUNTY SOCIAL SERVICE
7401 NE 23
OKLAHOMA CITY OK 73141

ISSUE DATE: 06/15/10

EASTERN OKLAHOMA COUNTY TECH
CENTER DIST #23
4601 N CHOCTAW RD
CHOCTAW OK 73020

THIS IS TO CERTIFY THAT THE ABOVE NAMED EMPLOYER HAS IN EFFECT THE FOLLOWING WORKERS' COMPENSATION AND EMPLOYERS LIABILITY AND/OR SPECIFIC EXCESS AND/OR AGGREGATE EXCESS INSURANCE POLICIES:

INSURED: OK ASSN OF CAREER & TECH EDUC POLICY # 01570908 09 1

MEMBER NAME: EASTERN OKLAHOMA COUNTY TECH MEMBER # 010

LIMITS OF LIABILITY: WORKERS COMPENSATION INSURANCE: FULLY COMPLIES WITH THE REQUIREMENTS OF THE STATE LAWS OF OKLAHOMA.

COVERAGE B: EMPLOYERS LIABILITY 1,000,000 EACH ACCIDENT
1,000,000 EACH EMPLOYEE
1,000,000 POLICY LIMIT

COVERAGE DATE: 07/01/09

EXPIRATION DATE: 07/01/10

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL TEN (10) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.

COMPSOURCE OKLAHOMA

BY:

A handwritten signature in black ink that reads "Justin Hinman".

ASSISTANT DIRECTOR, UNDERWRITING

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-11-2010

Requisition No--: 11007874
Requisition Type--: Purchase Requisition
Creation Date--: 06-11-2010
Description--: BLANKET FOR VEHICLE FUEL AND MAINTENANCE EXPENSE, ACTIVITY SUPPL

| 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 ADULT DAYCARE PROGRAM FY 10/11 | | | | |
| Vendor:EASTERN OKLAHOMA COUNTY TECHNOLOGY CENTER Distribution: ... | | | | |
| Requisition Total: | | | | \$12,000.00 |

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____