

PENDING APPROVAL

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

REQUISITION NO.: 11007885 REQUISITION SHEET ATTACHED: 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 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 Oklahoma County Social Services and Hope Center of Edmond to provide utility assistance for persons eligible under the agreement. Amount payable under this contract is not to exceed \$15,000. Agreement to be effective upon approval by the Board of Oklahoma County Commissioners through June 30, 2011. Requested by Christi Jernigan, Director.

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

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 for form and legality of agreement renewal between the Board of Oklahoma County Commissioners on behalf of the Department of Oklahoma County Social Services and Hope Center of Edmond to provide utility assistance to persons eligible under the agreement. Amount payable under this contract is not to exceed \$15,000. 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

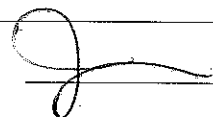
DATE RECEIVED BY DISTRICT ATTORNEY: 6/23/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED

JUN 23 2010

CIVIL DIVISION
DISTRICT ATTORNEY


David Prater

PENDING APPROVAL

CONTRACT

**Between the Board of Oklahoma County Commissioners
on behalf of the Department of Oklahoma County Social Services
and
Hope Center of Edmond, Inc.
for the Emergency Utility Assistance Program**

This agreement (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 Hope Center of Edmond, Inc., herein referred to as "the Center," having a notice address of P.O. Box 2915, Edmond, OK 73083-2915, attention Brenda Chambers.

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 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 in the form of utility assistance to seniors and indigent families in Oklahoma County;

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

1. The Center agrees to furnish the services described in Attachment A to senior citizens and / or indigent families in Oklahoma County as their scheduling and resources permit.
2. In consideration for the services described in Attachment A, County agrees to pay up to an amount not to exceed a total of \$15,000 for the contract period upon receipt of monthly claims, authorized and approved by the County. Monthly claims are to include copies of all bills paid under this grant for the time period invoiced. Invoices are to be sent to:

Terry Bolden
Oklahoma County Social Services
7401 Northeast 23rd Street
Oklahoma City, OK

3. Monthly claims are to be accompanied by a report showing the number of people served for the time period invoiced, with amounts for deposits specifically identified. Payments for deposits require additional assurances that the deposit is the last remaining obstacle for a homeless person to attain housing.
4. The Center agrees that the monies received pursuant to this agreement will be used solely for the purposes outlined in paragraph #1.
5. 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.

PENDING APPROVAL

6. 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 benefits, or be subject to discrimination on the grounds of race, creed, color, sex, age, national origin, religion, or handicap. The Center shall provide the agreed upon services without regard to or for the recipients religious character or affiliation or require recipients participation in any religious activities.
7. The County has the right, at all reasonable times, to inspect, investigate, or otherwise evaluate the services performed pursuant to this contract.
8. 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.
9. 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.
10. This contract is null and void unless the Oklahoma County Clerk has encumbered the contract. Upon approval of this contract, a blanket purchase order number will be issued by Oklahoma County. It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and within the limitation provided by Oklahoma law.

PENDING APPROVAL

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

APPROVED this 9 day of June, 2010.

Hope Center of Edmond, Inc.

By: *Christyn Sperry*

Date: 9 June 2010

Phillip Swigg
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.

[Signature]
Assistant District Attorney

PENDING APPROVAL

ATTACHMENT A

CONTRACT

**Between the Board of Oklahoma County Commissioners
on Behalf of the Department of Social Services
and
Hope Center of Edmond, Inc.
for the Emergency Utility Assistance Program**

This attachment, including this page and the preceding three (3) pages, provides the description of the scope of services as referenced in paragraph 1 of the contract between the Board of Oklahoma County Commissioners on behalf of the Department of Social Services and Hope Center of Edmond, Inc. for the Emergency Utility Assistance Program. This attachment is part of the complete contract.

The Center understands and agrees to the following:

1. Assistance can be provided only for families or seniors whose places of residence are located in Oklahoma County and who are at risk of becoming homeless, and who can significantly benefit from assistance with payment of utility bills. A "family" consists of at least one child (under 18) in residence with a parent, grandparent, or legal guardian. Recipients must complete and sign an application (this can be an application the agency already uses as long as it provides appropriate information for determining eligibility). Recipients must be legal residents and must be making their own efforts toward self-sufficiency and responsible self-management. Payments are to be made directly to the utility company. Under no circumstance is payment to be provided to an individual. No fee can be charged to any individual for this assistance.
2. Payment may be made only for current residences located in Oklahoma County, or for deposits only under the specific condition that the utility deposit is one of the last remaining steps for a homeless person to transition out of homelessness. Payments are not to be made towards bills owed for previous residences.
3. The Center is to provide client tracking for all recipients for two years from the initial date of service. Tracking is to be conducted via the HMIS system, the homeless information tracking system administered by the Homeless Alliance.
4. For the services provided, no person shall be excluded from participation, be denied benefits, or be subject to discrimination on the grounds of race, creed, color, sex, age, national origin, religion, or handicap. No part of this funding can be used for any religious activity, and no requirement of religious activity can be mandated as a condition of receiving services through this funding.
5. Invoicing may occur on a monthly basis. Invoices must consist of a summary of number of people served, number of months paid, and total amount requested for reimbursement. The invoice must be accompanied by a report itemizing the list of people served and amounts paid, along with copies of utility bills paid. The invoice must contain a signed statement attesting to the accuracy of the information on the invoice and the accompanying report.
6. The period of agreement will end on June 30, 2011.

PENDING APPROVAL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 5/15/2010
PRODUCER (405)840-9090 FAX: (405)840-9691 Ledbetter Insurance Agency, Inc. 1000 NW Grand Blvd Oklahoma City OK 73118	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 Hope Center of Edmond, Inc. PO Box 2915 Edmond OK 73083	INSURERS AFFORDING COVERAGE INSURER A: Evanston Ins/Westphalen INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retro Date 5/15/00 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SM872384	5/15/2010	5/15/2011	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/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 <input type="checkbox"/> 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.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

CERTIFICATE HOLDER (405) 348-6742 To Whom It May Concern Hope Center of Edmond PO Box 2915 Edmond, OK 73083	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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--: 11007885
Requisition Type--: Purchase Requisition
Creation Date--: 06-11-2010
Description--: BLANKET FOR UTILITIES ASSISTANCE FY 10/11

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Bolden, Terry Lynn	15,000	\$ 1.00	\$15,000.00	SERVICE UTILITIES
Item Description: NOC-UTILITIES ASSISTANCE PROGRAM FY 10/11				

Vendor:HOPE CENTER OF EDMOND Distribution: ...

Requisition Total: ----- \$15,000.00

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____