

PENDING APPROVAL

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

REQUISITION NO.: 11007881 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 Department of Oklahoma County Social Services and RSVP of Central Oklahoma to provide transportation to Oklahoma County elderly residents, without other means of transportation, to scheduled medical appointments and treatments for persons eligible under the agreement. Amount payable under this contract is not to exceed \$16,500. 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)

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: 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 RSVP of Central Oklahoma. to provide transportation to Oklahoma County elderly residents, without other means of transportation, to scheduled medical appointments and treatments for persons eligible under the agreement. Amount payable under this contract is not to exceed \$16,500. 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.

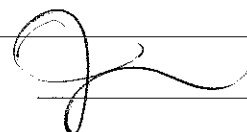

COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/23/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED

JUN 23 2010
CIVIL DIVISION
DISTRICT ATTORNEY


David Prater

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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 RSVP of Central Oklahoma, having a notice address of 500 North Broadway, Suite 50, Oklahoma City, Oklahoma 73102-6200, attention Beth Patterson.

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 staff support, insurance and for mileage reimbursement related to transporting of Oklahoma County elderly residents, without other means of transportation, to scheduled medical appointments and treatments. In addition to the services described above, RSVP will work with Upward Transitions (Travelers Aid) and Homeless Assistance Center to access taxi services, subject to availability of funds, for transporting eligible clients to medical appointments when volunteer assistance is not available.
 - 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 \$16,500 (Sixteen Thousand Five Hundred 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

PENDING APPROVAL

- 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 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.

RSVP of Central Oklahoma

By: 

Date: 6/11/10

By: 

Christi Jernigan, Director
Oklahoma County
Social Services

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

Attest:

County Clerk

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

Chairman


Assistant District Attorney

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ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KH
RETIR-1

DATE (MM/DD/YYYY)
03/19/10

PRODUCER

INSURICA
P. O. Box 25928
Oklahoma City OK 73125
Phone: 800-880-0291 Fax: 405-556-2332

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

Retired and Senior Volunteer
Program of Central OK, Inc.
500 N. Broadway Suite 50
Oklahoma City OK 73102-6200

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Co	29424
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	38SBANB1569	04/20/10	04/20/11	EACH OCCURRENCE	\$ 1000000				
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000				
	<input type="checkbox"/>	CLAIMS MADE				<input checked="" type="checkbox"/>	OCCUR	MED EXP (Any one person)	\$ 10000		
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$ 1000000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2000000			
	<input type="checkbox"/>	POLICY				<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC	PRODUCTS - COMP/OP AGG	\$ 2000000
	<input type="checkbox"/>										
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$				
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$				
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$				
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$				
		<input type="checkbox"/> HIRED AUTOS									
		<input type="checkbox"/> NON-OWNED AUTOS									
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$				
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$				
						AUTO ONLY: AGG	\$				
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$				
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$				
							\$				
							\$				
							\$				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	\$				
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER	\$				
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$				
		OTHER				E.L. DISEASE - EA EMPLOYEE	\$				
						E.L. DISEASE - POLICY LIMIT	\$				

COPY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holders are Additional Insureds as respects General Liability if required or agreed to in a written contract subject to all provisions and limitations of the policy.
 E: 500 N. Broadway, Suite 50, Oklahoma City, OK 73102

CERTIFICATE HOLDER

PRICE-1

YMCA OF GREATER OKC
% PRICE EDWARDS & COMPANY
ATTN KAREN CARRILLO
210 PARK AVENUE SUITE 1000
OKLAHOMA CITY OK 73102

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
G. Koseham

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Issue Date: 3/08/10

Central Oklahoma Transportation and Parking Authority Project or Contract No. _____

PRODUCER: INSURICA ADDRESS: PO Box 25928 Oklahoma City, OK 73125	Note: This certificate confers no rights upon the certificate holder, nor does it amend, extend or alter the coverage afforded by policies below, except as shown below. COMPANIES AFFORDING INSURANCE COVERAGE COMPANY A: Hartford Casualty Insurance Co. LETTER COMPANY B: LETTER COMPANY C: LETTER COMPANY D: LETTER COMPANY E: LETTER
ISSURED: Retired and Senior Volunteer Program of Central OK, Inc. ADDRESS: 500 N. Broadway Suite 50 Oklahoma City, OK 73102	

COVERAGES: This is to certify that the insurance policies listed below have been issued to the insureds, for the policy period indicated herein. The policies shown in this certificate are deemed primary to any insurance carried by the insureds for the specific location, project or event.

Type of Insurance	Policy Number	Policy effective date	Policy expiration date	Limits
<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL General Liability <input checked="" type="checkbox"/> OCCURRENCE CLAIMS MADE AND TAIL COVERAGE	38SBANB1569	04/20/10	04/20/11	GENERAL AGGREGATE: 2000000 BODILY INJURY (Per Person) PROPERTY DAMAGE (Per Accident) EACH OCCURRENCE: 1000000 MEDICAL EXPENSE (Any one (1) Person): 10000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	38SBANB1569	04/20/10	04/20/11	COMBINED SINGLE LIMIT: 1000000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE
WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma				EACH ACCIDENT DISEASE POLICY LIMIT DISEASE EACH EMPLOYEE
VALUABLE PAPERS INSURANCE (if required by Contract) EXCESS LIABILITY (if required by Contract)				EACH OCCURRENCE AGGREGATE
OTHER (if required by Contract)				

DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS: Central Oklahoma Transportation and Parking Authority hereinafter referred to as COTPA. The City of Oklahoma City, and Area-wide Aging Agency, are additional insureds, with respect to Liability, arising out of the project or event. The COTPA, The City of Oklahoma City, and Area-wide Aging Agency are loss payees on valuable papers insurance.

CERTIFICATE HOLDER(S)
 COTPA, Purchasing Manager

 2000 S. May, Okla. City, OK 73108

G. Roseham

AUTHORIZED REPRESENTATIVE SIGNATURE

CANCELLATION

It is agreed that none of these policies will be cancelled or changed except by the application of the aggregate liability limit provisions, so as to affect the insurance described in this certificate until after 30 days prior written notice of such cancellation or reduction in coverages and 10 days written notice of non-renewal for payment of premium has been delivered to the certificate holders. The cancellation clause applies only to certificate holders that Hartford Casualty Insurance Co. is made aware of by the appointed agent or for which a Hartford certificate has been issued. 405-556-2230

Phone Number

INSURED-S COPY

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-11-2010

Requisition No--: 11007881
Requisition Type--: Purchase Requisition
Creation Date--: 06-11-2010
Description--: BLANKET FOR TRANSPORTATION TO SCHEDULED MEDICAL APPOINTMENTS AND

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Bolden, Terry Lynn	16,500	\$ 1.00	\$16,500.00	SERVICE.MISCELLANEOUS
Item Description: NOC-COMMUNITY SUPPORT GRANT FOR TRANSPORTATION TO SCHEDULED APPOINTMENTS, STAFF SUPPORT AND INSURANCE FY 10/11				
Vendor:RSVP OF CENTRAL OKLAHOMA INC				
Distribution: ...				

Requisition Total: ----- \$16,500.00

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____