

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE July 14, 2010 AGENDA

**(THE DEADLINE IS ONE WEEK PRIOR TO THE DATE THE AGENDA IS TO BE POSTED)**

DEPARTMENT: Juvenile Justice Center REQUESTED BY: Lawrence E. Hicks

REQUISITION NO.: 11008468 REQUISITION SHEET ATTACHED:  YES  N/A

NAME OF FUNDS: General Funds

FUND NUMBERS: 1001 / 5200 / 54455

PLEASE INITIAL IF PRIVACY/PROTECTED INFORMATION EXISTS:  YES  N/A

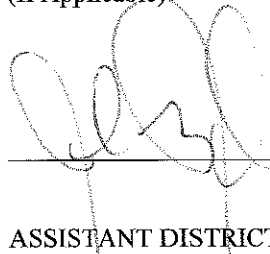
NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2 Originals

AGENDA ITEM READS AS FOLLOWS: \_\_\_\_\_

Please review and approve the Contractual Agreement between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Bureau and Twila Ware who shall provide Cosmetology (Barber) services to residents in the Oklahoma County Juvenile Detention Center. This contract is effective July 1, 2010 through June 30, 2011.

APPROVED BY DA

(If Applicable)

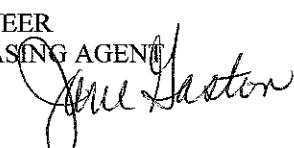
 6/30/2010

ASSISTANT DISTRICT ATTORNEY

ENGINEER  
PURCHASING

APPROVED BY  
APPROVED BY  
(If Applicable)  
(If Applicable)

COUNTY ENGINEER  
PURCHASING AGENT



Please initial if privacy/security protected information exist

DISTRICT ATTORNEY – PRIVACY/SECURITY PROTECTED INFORMATION:  YES  N/A

COUNTY CLERK – PRIVACY/PROTECTED INFORMATION:   YES  N/A

**(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 FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES 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 RESPONSES TO REQUESTS FOR ADVICE WILL BE 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 THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 6 / 30 / 10

COUNTY DEPARTMENT MAKING REQUEST: JJC

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

**Please review and approve the Contractual Agreement between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Bureau and Twila Ware who shall provide Cosmetology (Barber) services to residents in the Oklahoma County Juvenile Detention Center. This contract is effective July 1, 2010 through June 30, 2011.**

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

  
\_\_\_\_\_  
COUNTY OFFICER

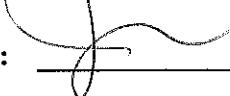
DATE RECEIVED BY DISTRICT ATTORNEY: 6/30/10

REPLY BY DISTRICT ATTORNEY: Reviewed

STATE OF OKLAHOMA  
OKLAHOMA COUNTY  
RECORDED OR FILED  
2010 JUN 30 PM 4:09  
CLERK

RECEIVED  
JUN 30 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

DAVID PRATER  
DISTRICT ATTORNEY

By: 

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-29-2010

Requisition No--: 11008468  
Requisition Type--: Purchase Requisition  
Creation Date--: 06-25-2010  
Description--: DA CONTRACT FOR PROFESSIONAL SERVICES (COSMETOLOGIST/BARBER SERV

Requestor Lee, Valerie Denise  
Qty/Amt 1,000 Unit Price \$ 1.00 Line Amt \$1,000.00 Category SERVICE.PROFESSIONAL  
Item Description: DA CONTRACT FOR PROFESSIONAL SERVICES (COSMETOLOGIST/BARBER SERVICES) FOR JUVENILES IN  
DETENTION AS NEEDED/FY11  
Vendor:TWILA WARE DBA TBC SALON Distribution: 1001.5200.54455.2011

Requisition Total: \$1,000.00

Approval Action (Circle One)

-----  
Approve Forward Reject

Forward To : \_\_\_\_\_

Note : \_\_\_\_\_

Signature: \_\_\_\_\_

# PENDING APPROVAL

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## AGREEMENT

This Agreement consisting of six (6) pages entered into by and between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Center hereinafter called "County" and **Twila Ware** hereinafter called "Contractor", constitutes the entire Agreement between the County and **Twila Ware**.

KNOW THEREFORE, the parties mutually agree as follows:

### ARTICLE I QUALIFICATIONS

Contractor is a private entity and not an agent of the County or any other division or department of the County.

Contractor is a Cosmetologist with a practice in Cosmetology and is licensed to practice Cosmetology in the State of Oklahoma.

Contractor agrees to serve as the part-time Cosmetologist for the County and agrees to provide on-site hair care services to residents who are detained as provided for in this Agreement.

### ARTICLE II AGREEMENT PERIOD

This Agreement shall become effective the first (1<sup>st</sup>) day of July, 2010 and shall terminate at the close of the thirtieth (30<sup>th</sup>) day of June, 2011. Costs incurred prior to or subsequent to those dates are not allowed.

### ARTICLE III OFFICIALS AND EMPLOYEES NOT TO BENEFIT

No official or employee of the County or any other employee of the Oklahoma County Government shall receive any share or part of the Agreement, or to any benefit that may arise there from, and no employee of the County or officer, official or employee for the County shall serve as officers of the Contractor's organization.

### ARTICLE IV ALLOWABLE COST AND PAYMENT

In return for services provided pursuant to Article I and VI, the County agrees to pay Contractor Seven Dollars (\$7.00) per resident for hair care services. Total reimbursement pursuant to this contract cannot exceed One Thousand Dollars (\$1,000).

Payment for services rendered will be made only upon receipt of documented claims. These claims shall be submitted monthly in the format and in accordance with procedures prescribed by the County. All claims must be authorized by the County.

In the event claims are subsequently disallowed by the County pursuant to the agreement the Contractor shall repay the General Fund of the County, on demand, the amount of any such disallowed claims or at the discretion of the County may deduct such amounts from subsequent payments to be made to the Contractor hereunder without prejudice however to the County's right thereafter to establish the allowability of any such item (s) of cost under this Agreement.

## ARTICLE V ACCOUNTS AND REPORTS

The County shall periodically review the performance of the Contractor under this Agreement. If as a result of such review (s), the County determines that the responsibilities of the Contractor pursuant to the Agreement are not being adequately performed or if the County determines that a change in the nature or scope of services to be provided under the Agreement requires modification, the parties shall attempt to resolve the issues amicable and to agree upon any needed changes to this Agreement and to implement the adjustments required by the County. If the parties are unable to reach an agreement, the parties shall be discharged from further obligations under the terms of the Agreement.

## ARTICLE VI SPECIAL PROVISIONS

The primary purpose for Hair Care Services for the County is to have available for residents an avenue by which they are able to look appropriate for Court appearances and to feel well groomed, as stated by the American Correctional Association (ACA) Standard (2-8239).

1. 1. Contractor shall not restrict on the right of the resident to determine the length and style of their hair.
2. 2. Contractor shall be responsible for all hair care and styling equipment and to make sure that all equipment is in its proper place and accounted for before leaving the Detention area.
3. 3. Contractor will provide hair care services to those residents who shall agree to the County requirements.
  - A. A. Residents can only receive one (1) haircut per month.

B. B. Residents detained the longest get first priority.

4. 4. Contractor agrees to respond within twenty-four (24) hours following the County's request for services pursuant to the Agreement.
5. 5. Contractor agrees to adhere to all policy and procedures concerning Facility security and confidentiality of client information.

All services offered pursuant to the Agreement must be authorized prior to delivery by the County.

## ARTICLE VII EQUAL OPPORTUNITY AND DISCRIMINATION

The County and Contractor, agree they are equal opportunity employers and in compliance with Federal regulations, at title 45, Code of Federal Regulations, Part Eighty (80) (which implement P.L. 88-352 Civil Rights Act of 1964) and execute orders thereunder and the Rehabilitation Act of 1973, as amended, including but not limited to, giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin or handicap.

## ARTICLE VIII LIABILITY

Contractor shall perform their work under this Agreement as an independent contractor and agrees that the County is to be free from all liabilities and damages resulting from their performance hereunder. It is further agreed that Contractor will indemnify and hold harmless Oklahoma County against all claims and causes of action of any kind and character, which may arise as a result of Contractor's performance under this contract. Contractor further agrees not to hold County liable for any personal loss of property or personal injury or death, which may result from their rendering of any services by Contractor pursuant to this Agreement.

Contractor agrees to maintain liability insurance in amounts sufficient to satisfy any claims, which may arise under the Governmental Tort Claims Act at 51 O.S. 151-171 (up to \$1, 000,000.00 for any number of claims arising out of a single occurrence) insuring the County against any liability claims arising out of the performance of this contract and resulting from any acts of omission or commission by the Contractor.

## ARTICLE IX COMPLIANCE WITH LAW

Contractor agrees to comply with all applicable State and Federal Laws, statutes, regulations, rulings or enactments of any governmental authorities that are applicable to this Agreement. Observance of and compliance with their requirements shall be the responsibility of Contractor, without reliance on, or superintendent of, or direction by the County.

Contractor understands they are responsible for payment of wages and benefits required by federal law (i.e., FICA) to any persons employed in conjunction with fulfillment of obligations of this contract.

## ARTICLE X EVALUATIONS

The County through any authorized representative has the right, at all reasonable times, to inspect, investigate or otherwise evaluate the service performed. If any inspection, investigation, or evaluation is made by the County, the Contractor shall provide all reasonable assistance. All inspections, investigations, or evaluations shall be performed in such a manner as will not unduly interfere with the performance of the service.

## ARTICLE XI FEES

The Contractor shall not impose any fees to county employees for services provided pursuant to this Agreement.

## ARTICLE XII OWNERSHIP INFORMATION

Contractor affirms that no person who has ownership or controls interest in, or is an agent or managing employee, has been convicted of a criminal offense involving moral turpitude.

## ARTICLE XIII CANCELLATION/TERMINATION

In the event the Contractor fails to meet the terms and conditions herein or fails to provide services in accordance with the provisions of this Agreement, the County may, upon written notice of default to Contractor, cancel this Agreement and such cancellation shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law. This Agreement shall be terminated, in whole or in part, by either party by giving thirty (30) days written notice to the other party.

## ARTICLE XIV MODIFICATION

# PENDING APPROVAL

Page 5 of 6

Contractor is not authorized to change any element of this Agreement. All changes shall be consummated by formal written amendment agreed and executed by both the County and Contractor.

For the faithful performance of the terms of this amended contract the parties hereto in their capacities as stated affix their signatures.

Oklahoma County Juvenile Center

PARTICIPANT

*Lawrence E. Hicks*  
\_\_\_\_\_  
Lawrence E. Hicks

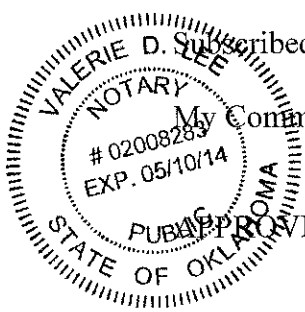
Director  
Oklahoma County Juvenile Bureau

*Twila Ware*  
\_\_\_\_\_  
Twila Ware

701 NE 83rd  
Oklahoma City, OK 731114

*Richard W. Kirby*  
\_\_\_\_\_  
Richard W. Kirby

Presiding Judge  
Juvenile Division, District Court



Subscribed and sworn to before me this 29<sup>th</sup> day of June, 2010

My Commission Expires: 5/10/14 *Valerie D. Lee*  
\_\_\_\_\_  
Notary Public

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010

Board of County Commissioners  
Oklahoma County, Oklahoma

APPROVED:

*[Signature]* 6/30/2010  
\_\_\_\_\_  
Assistant District Attorney

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

ATTEST: \_\_\_\_\_, Deputy  
Carolynn Caudill, County Clerk

\_\_\_\_\_  
Member