

# PENDING APPROVAL

## BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE \_\_\_\_\_ AGENDA

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

REQUISITION NO.: 11007870 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 the Department of Oklahoma County Social Services and City Care, Inc. to provide food baskets to persons eligible under the agreement. Amount payable under this contract is not to exceed \$2,000. 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)

7/12/2010

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 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 City Care, Inc. to provide food baskets to persons eligible under the agreement. Amount payable under this contract is not to exceed \$2,000. 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  
JUL 13 11:10  
OFFICE OF DISTRICT ATTORNEY  
OKLAHOMA COUNTY  
CIVIL DIVISION

DATE RECEIVED BY DISTRICT ATTORNEY:  
7/12/10

REPLY BY DISTRICT ATTORNEY:  
Reviewed

RECEIVED  
JUL 12 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

*David Prater*  
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 City Care, Inc., having a notice address of 2400 General Pershing Boulevard, Oklahoma City, Oklahoma 73107, attention Leann Davis.

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 food baskets and food expense for seniors.
  - 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 \$2,000 (Two 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 23<sup>rd</sup> 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 16<sup>th</sup> day of June, 2010.

City Care, Inc.

By: *Randy G. Brown*

Date: 6-16-10

By: *Christi Jernigan*

Christi Jernigan, Director  
Oklahoma County  
Social Services

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

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
County Clerk

Approved this 12 day of July, 2010, as to form and legality.

*[Signature]*  
Assistant District Attorney

DATE PRINTED--: 06-11-2010

Requisition No--: 11007870  
Requisition Type--: Purchase Requisition  
Creation Date--: 06-11-2010  
Description--: BLANKET FOR FOOD BASKETS FOR SENIORS FY 10/11

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Bolden, Terry Lynn	2,000	\$ 1.00	\$2,000.00	SERVICE.MISCELLANEOUS
Item Description: NOC-COMMUNITY SUPPORT GRANT FOR FOOD BASKETS FOR SENIORS FY 10/11				
Vendor:CITY CARE INC				Distribution: ...
Requisition Total:			\$2,000.00	

Approval Action (Circle One)  
 -----  
 Approve      Forward      Reject

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

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

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

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