

# PENDING APPROVAL

## BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

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

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

REQUISITION NO.: 11007889 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 Department of Oklahoma County Social Services and CASA of Oklahoma County to provide partial funding for salaries and fringe benefits for four CASA staff members who are eligible under the agreement. Amount payable under this contract is not to exceed \$50,000. 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)

[Signature]  
ASSISTANT DISTRICT ATTORNEY

APPROVED BY ENGINEER  
(If Applicable)

6/30/2010  
COUNTY ENGINEER

APPROVED BY PURCHASING  
(If Applicable)

[Signature]  
PURCHASING AGENT

**Please initial that document has been reviewed for privacy-protected or security information**

DISTRICT ATTORNEY:  YES  N/A

COUNTY CLERK: Re 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

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## 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 CASA of Oklahoma County, Inc. to provide partial salaries and fringe benefits for four CASA staff members who are eligible under the agreement. Amount payable under this contract is not to exceed \$50,000. 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: 6/30/10

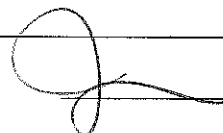
REPLY BY DISTRICT ATTORNEY: Reviewed

STATE OF OKLAHOMA  
OKLAHOMA COUNTY  
RECORDED OR FILED  
2010 JUN 30 P 4:01  
COUNTY CLERK

RECEIVED

JUN 30 2010

CIVIL DIVISION  
DISTRICT ATTORNEY

  
David Prater

# PENDING APPROVAL

## AGREEMENT

Between the Board of Oklahoma County Commissioners  
(on behalf of the Department of Oklahoma County Social Services)

And

CASA of Oklahoma County, Inc.

This agreement (the "Agreement") is entered into between the Board of Oklahoma County Commissioners on behalf of the Department of Oklahoma County Social Services (herein referred to as "County") and CASA of Oklahoma County, Inc. (herein referred to as "CASA") having a notice address of 5905 N. Classen, Suite 302, Oklahoma City, Ok 73118.

WHEREAS, CASA, the Court Appointed Special Advocate, provides a vital role in the actions of the Juvenile Court; and

WHEREAS, the CASA is authorized to operate under Title 10A, Section 1-4-306 and 1-8-102 of the Oklahoma State Statutes also known as the Oklahoma Children's Code or the Oklahoma Juvenile Code; and

WHEREAS, CASA has the following statutory duties, responsibilities and immunities under the laws of the State of Oklahoma:

1. After a petition is filed, the court shall appoint a guardian ad litem upon the request of the child or the attorney of the child, and may appoint a guardian ad litem sua sponte or upon the request of the Department of Human Services, a licensed child-placing agency, or another party to the action.
2. Whenever a court-appointed special advocate program is available to the court to serve as a guardian ad litem, priority may be given to appointment of the court appointed special advocate to serve as guardian ad litem for the child regardless of whether a guardian ad litem has been requested pursuant to the provisions of this subsection.
3. For purposed of the Oklahoma Children's Code, a "court-appointed special advocate" and a "guardian ad litem" shall have the same function except as otherwise provided by law. In like manner, a court-appointed special advocate, except as specifically otherwise provided by law or by the court, shall have the same power, duties, and responsibilities as assigned to a guardian ad litem by law and shall have such other qualifications, duties, and responsibilities as may be prescribed by rule by the Supreme Court.
4. No court-appointed special advocate shall be assigned a case before:
  - a. completing a training program in compliance with nationally documented Court-Appointed Special Advocate standards. Documentation of training shall be submitted annually by local court-appointed special advocate programs to the Oklahoma Court-Appointed Special Advocate Association, and
  - b. being approved by the local court-appointed special advocate program, which will include appropriate criminal background checks as provided in paragraph 6 of this subsection.
5. Each local court-appointed special advocate program shall:
  - a. require a criminal history records search conducted by the Oklahoma State Bureau of Investigation, and any other background check requirements as set forth in Oklahoma Court-Appointed Special Advocate Association state standards for local programs, for any person making application to become a court-appointed special advocate volunteer or to be employed by the local court-appointed special advocate program.
  - b. If the prospective court-appointed special advocate volunteer or employee of the local court-appointed special advocate program has lived in Oklahoma for less than one (1) year, a criminal history records search shall also be obtained from the criminal history state repository of the previous state of residence.
  - c. The Oklahoma Court-Appointed Special Advocate Association shall pay the fee for the criminal history records search provided in this paragraph.

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d. 1. Any person participating in a judicial proceeding as a court-appointed special advocate shall be presumed prima facie to be acting in good faith and in so doing shall be immune from any civil liability that otherwise might be incurred or imposed.

2. Any person serving in a management position of a court-appointed special advocate organization, including a member of the Board of Directors acting in good faith, shall be immune from any civil liability or any vicarious liability for the negligence of any court-appointed special advocate organization advocates, managers, or directors.

(See Title 10A § 1-4-306; 1-8-102)

WHEREAS, the Oklahoma County Board of Commissioners and the Oklahoma County Budget Board desire to help CASA, a free standing 501 (c) (3) organization by contracting with CASA, for fiscal year 2010-2011 to provide certain services as spelled out in this agreement; and

WHEREAS, the citizens of Oklahoma County will benefit from CASA maintaining a relationship with Oklahoma County; and

WHEREAS, CASA is in need of funding and/or supplemental funding for CASA staff salaries covering the Direction, Administration, Programming and Case Management, Volunteer Recruitment and/or Training needs of the Program.

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

1. CASA agrees that:
  - a. Any and all funds received pursuant to this agreement will be used strictly for the purposes of providing salary and benefits for the CASA positions limited to the Direction, Administration, Program and Case Management, Volunteer Recruitment and/or Training. It is specifically understood by CASA that County is not obligated to pay the total costs of salaries and benefits of any positions paid covered under this contract.
  - b. CASA of Oklahoma County will provide the County with a copy of the Job Description of any position covered under the County Contract whether in full or in part.
  - c. The Executive Director will provide monthly expense and activity reports to Oklahoma County.
  - d. CASA understands that it acts as an independent contractor pursuant to this agreement, and as such, neither CASA nor any of its employees are an agent or employee of County, but pursuant to Title 10A § 1-8-102 such CASA workers may enjoy protection and immunity according to such section; and
2. In consideration for these services, County agrees to pay an amount not to exceed a total of \$50,000 (Fifty Thousand Dollars) for the contract period upon receipt of monthly claims, authorized and approved by the County. Claims are to be sent to:

Oklahoma County Social Services  
Attention: Terry Bolden  
7401 Northeast 23<sup>rd</sup> Street  
Oklahoma City, OK 73141  
(Telephone: 713-1899)

3. CASA agrees that the monies received pursuant to this agreement will be used solely for the purposes outlined in paragraph #1.

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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 CASA if CASA fails to perform its obligations under paragraph #1 above, as determined by the County in the County's sole and absolute discretion.
5. CASA will not impose any fees for services rendered and paid for under the terms of this agreement.
6. The County has the right, at all reasonable times, to inspect, investigate, or otherwise evaluate the services performed pursuant to this contract. CASA further agrees to provide the County with monthly detailed reports as outlined in paragraph 1 c.
7. CASA shall perform services under this agreement as an independent contractor and accepts all liabilities and damages resulting from its performance hereunder, but pursuant to Title 10A § 1-8-102 such CASA workers may enjoy protection and immunity according to such section. CASA 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. CASA 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. CASA agrees to attach a copy of a certificate of insurance to this contract upon its execution. CASA agrees to provide proof of coverage for Workman's Compensation Insurance as part of this contract.
8. No official or employee of Oklahoma County shall receive any share of the agreement or benefits that may arise therein.
9. 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.

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

APPROVED this 28th day of June, 2010

**CASA of Oklahoma County, Inc**

By: 

By:   
Christi Jernigan, Director  
Social Services

Date: 6/28/10

# PENDING APPROVAL

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

**BOARD OF COUNTY COMMISSIONERS  
OKLAHOMA County**

\_\_\_\_\_  
Chairman

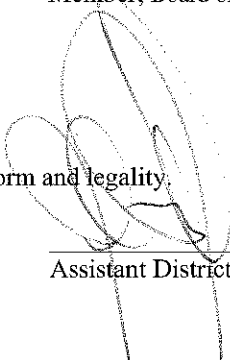
\_\_\_\_\_  
Member, Board of County Commissioners

\_\_\_\_\_  
Member, Board of County Commissioners

Attest:

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

Approved this 30 day of June, 2010 as to form and legality.

  
\_\_\_\_\_  
Assistant District Attorney

# PENDING APPROVAL



## SIGNATURES – EXECUTION OF CONTRACT

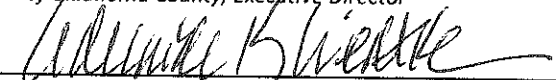
I, Adelaide Liedtke, Board President, CASA of Oklahoma County, hereby say that Lee Ann Limber, Executive Director, CASA of Oklahoma County is the agent authorized by the CASA of Oklahoma County, Inc. Board of Directors to sign and submit this contract and documents related thereto to the Board of Oklahoma County Commissioners.

The undersigned agree to the above terms and conditions.

Federal Identification Number: 13-4364692

Signed:   
CASA of Oklahoma County, Executive Director

Date: 6/11/2010

Signed:   
CASA of Oklahoma County, Board President ~~elect~~

Date: 6/11/2010

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/27/2010

PRODUCER (405)843-0793 FAX: (405)843-3208  
The Insurance Center Agency, Inc.  
9020 N May Ave. Suite 160

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.

Oklahoma City OK 73120-4489

**INSURERS AFFORDING COVERAGE**

**NAIC #**

INSURED

INSURER A: **Central Mutual**

20230

CASA OF OKLAHOMA

INSURER B:

5905 N CLASSEN CT STE 302

INSURER C:

#302

INSURER D:

OKLAHOMA CITY OK 73118

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS			
A		<b>GENERAL LIABILITY</b>	CLP 8606785	1/25/2010	1/25/2011	EACH OCCURRENCE \$ 1,000,000			
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000			
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000			
						PERSONAL & ADV INJURY \$ 1,000,000			
						GENERAL AGGREGATE \$ 2,000,000			
						PRODUCTS - COMP/OP AGG \$ 2,000,000			
		GEN'L AGGREGATE LIMIT APPLIES PER:							
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
		<b>AUTOMOBILE LIABILITY</b>				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							
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$			
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$			
						AUTO ONLY: AGG \$			
		<b>EXCESS / UMBRELLA LIABILITY</b>				EACH OCCURRENCE \$			
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$			
						\$			
		<input type="checkbox"/> DEDUCTIBLE				\$			
		<input type="checkbox"/> RETENTION \$				\$			
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS OTH-ER			
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N				E.L. EACH ACCIDENT \$			
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$			
		<b>OTHER</b>				E.L. DISEASE - POLICY LIMIT \$			

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

**CERTIFICATE HOLDER**

**CANCELLATION**

United Way

jshort@oklahomacounty.org

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  
Jason Green/TEMP

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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-11-2010

Requisition No---: 11007889  
Requisition Type---: Purchase Requisition  
Creation Date---: 06-11-2010  
Description---: BLANKET FOR PARTIAL SALARIES & FRINGE BENEFITS FOR 4 STAFF MEMBE

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Bolden, Terry Lynn	50,000	\$ 1.00	\$50,000.00	SERVICE-MISCELLANEOUS
Item Description: NOC-PROGRAM SUPPORT FOR PARTIAL SALARIES & FRINGE BENEFITS FOR 4 STAFF MEMBERS FY 10/11				

Vendor:CASA OF OKLAHOMA COUNTY INC Distribution: ...

Requisition Total: \$50,000.00

Approval Action (Circle One)

-----  
Approve Forward Reject

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

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

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