

PENDING APPROVAL

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

REQUISITION NO.: 11007884 REQUISITION SHEET ATTACHED: X YES _____ N/A

NAME OF FUNDS: Oklahoma County Social Services

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: 3

AGENDA ITEM READS AS FOLLOWS: Approval of agreement renewal between the Board of Oklahoma County Commissioners on behalf of Oklahoma County Social Services and City of Midwest City to provide utility assistance for persons eligible under the agreement. Amount payable under this contract is not to exceed \$7,000. 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)

[Signature]
ASSISTANT DISTRICT ATTORNEY

APPROVED BY ENGINEER
(If Applicable)

9/30/2010
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: 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

PENDING APPROVAL

655

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.

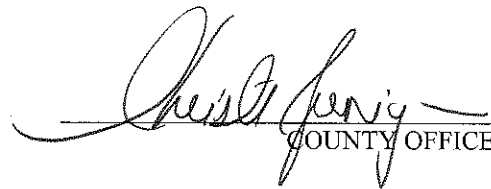
DATE OF REQUEST: _____

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 City of Midwest City to provide utility assistance to persons eligible under the agreement. Amount payable under this contract is not to exceed \$7,000. 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.

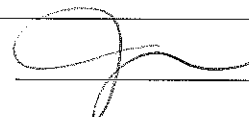

COUNTY OFFICER

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

CONTRACT

**Between the Board of Oklahoma County Commissioners
on behalf of the Department of Oklahoma County Social Services
and
City of Midwest City
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 City of Midwest City, herein referred to as "the Center," having a notice address of 100 N. Midwest Blvd., Midwest City, OK 73110, attention Ashley Stephenson.

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 \$7,000 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 73141

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.

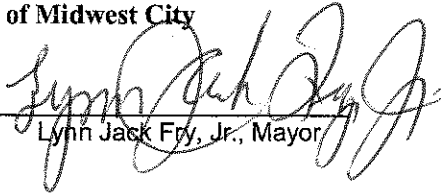
PENDING APPROVAL

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

APPROVED this 22nd day of June, 2010.

City of Midwest City

By:



Lynn Jack Fry, Jr., Mayor

Date:

06-22-10



Director, Oklahoma County
Social Services

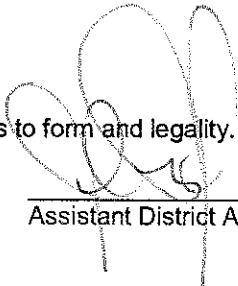
Board of County Commissioners
Oklahoma County, Oklahoma

Chairman

Attest:

County Clerk

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



Assistant District Attorney

PENDING APPROVAL

ATTACHMENT A

CONTRACT

**Between the Board of Oklahoma County Commissioners
on Behalf of the Department of Social Services
and
City of Midwest City
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 Oklahoma County Social Services and City of Midwest City 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. 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.
4. 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.
5. The period of agreement will end on June 30, 2011.

PENDING APPROVAL

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 06/22/2010 by the City of Midwest City (City) and Mission Mid-Del Inc. (MMD) and recognizes the voluntary collaboration of City and MMD to address the need for emergency utility assistance (Program) for families at risk for homelessness.

WHEREAS, City has executed a contract with Oklahoma County Commissioners for fiscal year 2010-2011 in the amount of \$7000.00 to provide aid in the form of utility assistance to seniors and indigent families in Oklahoma County;

WHEREAS, City and MMD desire to cooperate to provide utility assistance for seniors and indigent families; and

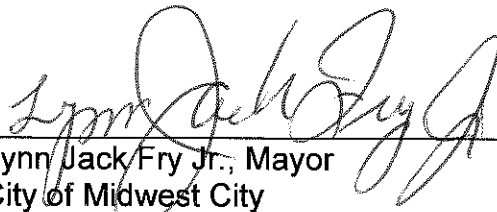
WHEREAS, MMD is a faith-based nonprofit organization;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and MMD agree to the following:

City will act as fiscal agent for Program and will establish and maintain an account for the contract funds in accordance with procedures that permit proper accounting for all funds. City will adhere to contract requirements contained in the attached contract.

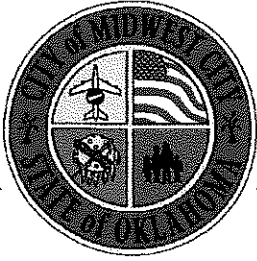
MMD will administer Program. MMD will provide site and staff to process requests, will follow a non-discriminatory intake process that determines eligibility based on need and at-risk situation, and will gather documentation as required by Program. MMD will adhere to contract requirements contained in the attached contract. MMD agrees that it will not engage in inherently religious activities as part of Program directly funded by Oklahoma County Commissioners. MMD agrees that it shall not discriminate against a Program beneficiary or prospective beneficiary on the basis of religion or religious belief or because of race, creed, color, national origin, sex, age, handicap or ancestry.

City and MMD agree that either party may terminate this agreement on thirty days' written notice to the other party. City and MMD agree that memorandum of understanding is valid for contract extensions through June 30, 2011.


Lynn Jack Fry Jr., Mayor
City of Midwest City


Alex Aaron, Director
Mission Mid-Del Inc.

PENDING APPROVAL



CITY OF MIDWEST CITY City Attorney's Office

Katherine Bolles, City Attorney

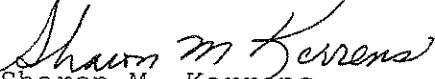
June 10, 2010

SUBJECT: LIABILITY & DAMAGE INSURANCE

The purpose of this statement is to confirm the City of Midwest City is a governmental entity and political sub-division of the state and self-insured under Title 51 of the Oklahoma Statutes.

The City of Midwest City assumes full responsibility for general liability in an amount sufficient to satisfy any claims which might arise under the Oklahoma Governmental Tort Claims Act.

Sincerely,


Sharon M. Kerrens
Legal Administrator

100 N Midwest Boulevard Midwest City Oklahoma 73110
(405) 739-1203 FAX (405) 869-8676 TDD (405) 739-1286
E-mail: KBolles@MidwestCityOK.org
An Equal Opportunity Employer

DATE PRINTED---: 06-11-2010

Requisition No--: 11007884
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	7,000	\$ 1.00	\$7,000.00	SERVICE UTILITIES
Item Description: NOC-UTILITIES ASSISTANCE PROGRAM FY 10/11				

Vendor:CTTY OF MIDWEST CITY
 Requisition Total: \$7,000.00
 Distribution: ...

Approval Action (Circle One)

 Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____

PENDING APPROVAL