

PENDING APPROVAL

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

REQUISITION NO.: 11007887 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 Oklahoma County Social Services and Upward Transitions to provide utility assistance for persons eligible under the agreement. Amount payable under this contract is not to exceed \$34,000. 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)

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

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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: 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 Upward Transitions to provide utility assistance for persons eligible under the agreement. Amount payable under this contract is not to exceed \$34,000. Agreement to be effective upon approval by the Board of County Commissioners through June 30, 2011. Requested by Christi Jernigan, Director.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.

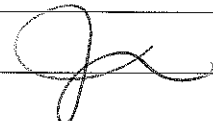

COUNTY OFFICER

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
STATE OF OKLAHOMA
BARBARA LYNN CAVALLI
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
Upward Transitions
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 Upward Transitions, herein referred to as "the Center," having a notice address of 1033 N. Walker, Oklahoma City, OK 73102, attention Dana Hope Chism.

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 \$34,000 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 _____ day of _____, 2010.

Upward Transitions

By: *Danaldson C. C. C.*

Date: 6-17-10

Chris G. Lewis
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.

[Signature]
Assistant District Attorney

PENDING APPROVAL

ATTACHMENT A

CONTRACT

**Between the Board of Oklahoma County Commissioners
on Behalf of the Department of Social Services
and
Upward Transitions
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 Social Services and Upward Transitions 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. The Center is to provide client tracking for all recipients for two years from the initial date of service. Tracking is to be conducted via the HMIS system, the homeless information tracking system administered by the Homeless Alliance.
4. 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.
5. 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.
6. The period of agreement will end on June 30, 2011.

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ISSUE DATE: 6/25/2010

THE CITY OF OKLAHOMA CITY The Insurance Center Agency, Inc.:
CERTIFICATE OF INSURANCE

The Insurance Center Agency, Inc.
9202 N May Avenue, Suite 160
Oklahoma City, OK 73120

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 COVERAGE

COMPANY A LETTER Central Mutual

COMPANY B LETTER

COMPANY C LETTER

COMPANY D LETTER

COMPANY E LETTER

Travelers Aid and Homeless Assistance Center, Inc.
1033 N Walker Avenue
Oklahoma City, OK 73102

COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURENCE <input type="checkbox"/> CLAIMS MADE AND TAIL COVERAGE	CLP8456597	8/22/2009	8/22/2010	GENERAL AGGREGATE	2,000,000
				BODILY INJURY (Per Person)	
				PROPERTY DAMAGE (Per Accident)	
				EACH OCCURENCE	1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	
				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 OCCURENCE	
				AGGREGATE	
OTHER (If required by Contract)					

DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS THE County of Oklahoma AND THE _____ ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY, ARISING OUT OF THE PROJECT OR EVENT. THE County of Oklahoma AND THE _____ ARE LOSS PAYEES ON VALUABLE PAPERS INSURANCE.

CERTIFICATE HOLDER(S) Oklahoma County, Oklahoma County Social Services, 7401 NE 23rd, Oklahoma City, OK 73141

CANCELLATION IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN 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 NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATED HOLDER.

AUTHORIZED REPRESENTATIVE SIGNATURE

TELEPHONE NUMBER (405) 843-0793 *Bryan Holliday*

PENDING APPROVAL

City Standard 12/12/00
(PLEASE READ CAREFULLY)

CERTIFICATE OF INSURANCE EXPLANATION OF THE CITY OF OKLAHOMA CITY AND PARTICIPATING TRUST(S)

The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. The City and/or Trust rely on this Certificate as proof of compliance with the insurance requirements agreed upon. The City and/or Trust must be advised of any cancellation or nonrenewal of the insurance coverages required or any reduction in the coverages provided, in compliance with the contract, as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation or reduction in coverages (other than an aggregate limit provision reduction) and ten (10) days written notice of nonrenewal for nonpayment of premium must be provided to the City and/or Trust so that the City and/or Trust may take appropriate action.

Many certificates of insurance are received by the City and its Trusts and many contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is "Should any of the above described policies be canceled before the expiration date hereof, the issuing company will endeavor to mail (number of days) days written notice to the named holder, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." This is unacceptable.

The City and Trust have the right of notice of cancellation, nonrenewal and reduction of coverage, as a requirement in the contract. The City and Trust rely upon the Certificate of Insurance as evidence of contract compliance.

The authorization requirement (that the authorized representative signing the Certificate of Insurance provide written acknowledgment by the insurance company or companies to the City and/or Trust) is written proof that the person signing the Certificate is legally authorized by the insurance company or companies to obligate them, as shown in the Certificate.

The City and/or Trust must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract.

No activity will begin until the insurance Certificate is received. Your cooperation in providing the City and/or Trust with acceptable evidence of insurance compliance will prevent confusion and delay. City Standard 12/12/00

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-11-2010

Requisition No--: 11007887
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	34,000	\$ 1.00	\$34,000.00	SERVICE UTILITIES
Item Description: NOC-UTILITIES ASSISTANCE PROGRAM FY 10/11				

Vendor:TRAVELERS AID & HOMELESS ASSISTANCE CENTER Distribution: ...

Requisition Total: \$34,000.00

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____