

FUND
COST CENTER
FISCAL YEAR

GENERAL FUND - 1001	▼
General Government - 1100	▼
FY 2007-08	▼

County Officer's Annual Report
For Oklahoma County Only
Please Read Carefully

This form is designed for use by all DEPENDENT OFFICES AND AGENCIES including the following:

- GENERAL GOVERNMENT - 1100
- COUNTY AUDIT - 1900
- PUBLIC DEFENDER - 2300
- CENTRAL HR/HEALTH & SAFETY - 2600
- MIS - 2700
- FACILITIES MANAGEMENT COURTHOUSE - 2801
- FACILITIES MANAGEMENT - CUSTODIAL - 2901
- COMMUNITY SERVICE - 3100
- JUVENILE JUSTICE BUREAU - 5200
- EMERGENCY MANAGEMENT - 5500
- TRAINING & GENERAL ASSISTANCE - 6100
- TRAINING & GENERAL ASSISTANCE GRANTS - 6110
- FREE FAIR - 7100
- OSU EXTENSION - 8100
- GENERAL FUND DIST 1 - 9100
- GENERAL FUND DIST 2 - 9200
- GENERAL FUND DIST 3 - 9300
- ENGINEERING - 9400
- ECONOMIC DEVELOPMENT - 9500
- COMMUNITY PROJECT SUPPORT - 9600

STATE OF OKLAHOMA
OK COUNTY
RECORDED OR FILED
2007 APR 13 P 4:55
STATE OF OKLAHOMA
CAROLYN S. CUMMILL
REGISTERED CLERK

and other dependent and OPTIONAL DEPARTMENTS AND CONTRACTUAL AGENCIES which are amenable to the Board of County Commissioners

Items appearing on the Budget but not on this form should be written exactly as they are on the Budget.

Oklahoma County		
Budget Request Worksheet		
Fund	GENERAL FUND - 1001	
Cost Center	General Government - 1100	
Exp		FY 07-08
Acct	Description	Proposed Budget
51000	Salaries and Wages	
51010	FT Salaries and Wages	\$ -
51020	PT Salaries and Wages	\$ 1,200
51030	Overtime Salaries	
51090	Temporary Services	
	Other Salaries & Wages	
51000	Total Salary & Wages	\$ 1,200.00
52000	Fringe Benefits	
52010	FICA and Medicare--7.65%	\$ 92.00
52032	Retirement-Dept. Defined Contrib (Retirement Brd Members)	\$ -
52032	Bailiffs 12% Retirement	\$ 12,000.00
52045	Dept-Health, Dental & Life Ins.	\$ -
52000	Total Fringe Benefits	\$ 12,092.00
53000	Travel	
53010	Monthly Mileage	
53000	Total Travel	\$ -
54000	Maintenance & Operation	
54451	Professional Legal Services	\$ 218,000
54451	DA Legal Services	\$ 638,064
54022	Natural Gas - ONG	\$ 39,600
54023	Electric Services - OG&E	\$ 864,000
54024	Water/Sewer - City Treasurer	\$ 634,800
54026	Thermal Usage - Trigen	\$ 2,240,000
54014	OIA HVAC Lease Purchase	\$ 456,510
54014	OIA Juvenile Lease Purchase	\$ 273,718
54014	CSI Lighting Lease Purchase	\$ 226,137

Oklahoma County		
Budget Request Worksheet		
Fund	GENERAL FUND - 1001	
Cost Center	General Government - 1100	
		FY 07-08
Exp		Proposed
Acct	Description	Budget
54455	CSI PASS Agreement	\$ 22,000
54041	Publications (Proceedings & Legal Publ)	\$ 103,000
54011	Postage Rental/ Postage	\$ 9,800
54355	Copier Paper	\$ 1,850
54019	Property & Boiler Insurance Bonds	\$ 235,000
54456	OKC Downtown BID Assessment	\$ 6,700
54456	Alcohol & Drug Testing	\$ 15,000
54456	Metro Parking (1 Judge Space)	\$ 1,380
54017	ACCO Membership	\$ 8,000
54017	ACOG Membership	\$ 4,700
54017	COMEIA Membership	\$ 1,500
54017	CODA Membership	\$ 2,000
54017	NACo Membership	\$ 13,000
54103	Storage Court Clerk Files	\$ 30,000
54455	OIA Bond Administrative Fees	\$ 8,000
54012	Printing County Quarterly Newsletter	\$ 1,500
54102	ICB County Owned Spaces	\$ 110,000
54102	Lincoln Space (Election Board)	\$ 246,168
54000	General Purpose	\$ 25,000
54021	Cingular Wireless (Judges Cell Phone)	\$ 600
54041	OPIS (Publication Oil/Gas Prices)	\$ 720
54456	Federal Express (Comm & DA Mailings)	\$ 200
54455	Strategic Plan Update - Rose State College	\$ 5,000
54456	MGT America - Classif & Compensation Study	\$ 15,000
54000	Total Maint & Operations	\$ 6,456,947.11
55000	Capital Outlay	
55010	Buildings-Renovation	
55110	Office Equipment-purchase	\$ 1,000
55390	Copier-Lease	\$ 1,000.00
	Total Capital	
	Grand Total Budget Request	\$ 6,471,239

Oklahoma County - Salary Computation Worksheet

Department:
 Fund:

Year:

Section 1 Full Time						
<Column A> Section 1 No. of Full Time Positions/ Position Title	<Column B> March 2007 Monthly Salary Rate per Payroll PO	<Column C> Annual Salary at current rates	<Column D> Remaining 2006- 07 Salary Adjustments Annualized	<Column E> Projected 2007- 08 raise (total for the year)	<Column F> Total Est. 2007- 08 Salaries	Explanation

Subtotal Section 1: 0.00 0.00 0.00 0.00

Section 2 Part-time						
<Column A> Section 2 No. of Part Time Positions/ Position Title	<Column B> March 2007 Monthly Salary Rate per Payroll PO	<Column C> No. of Months factored into budget	<Column D> Remaining 2006- 07 Salary Adjustments Annualized	<Column E> Projected 2007- 08 raise (total for the year)	<Column F> Total Est. 2007- 08 Salaries	Explanation
Retirement Board Member	50.00	12.00	-		600.00	
Retirement Board Member	50.00	12.00			600.00	

Subtotal Section 2: 100.00 24.00 0.00 1,200.00

Section 3 Additional Staffing or Vacancies to be Filled						
<Column A> Section 3 No. of Positions/ Position Title	<Column B> Estimated Monthly Salary	<Column C> Est. months	<Column D> Total Est. 2007- 08 Salaries	<Column E> Fringe Benefit Costs budgeted	<Column F> Indicate Vacant, new position, or previously paid out of fund	<Column G> If filling before end of 2006-07, please indicate when:

Subtotal Section 3: 0 0 0

Grand Total Sections 1, 2 & 3 1,200.00

Section 4 Health and Dental Benefits			
Section 4	Employer Premium	No. of Employees	Total
Current Single Coverage	\$ 308.00		\$ -
Current Family Coverage	\$ 755.00		\$ -
Additional Staffing (Sect 7)			\$ -
Total		<u>0</u>	<u>\$ -</u>



5 Year Expense History

OKLAHOMA COUNTY
 Period: MAR-06/07 currency USD
 Submitted: 03-APR-07 12:31:55

Fund=1001 (General Fund), Cost Center=1100 (General Government)

	YTD Expenses 06/07	YTD Expenses 05/06	YTD Expenses 04/05	YTD Expenses 03/04	YTD Expenses 02/03
51020 Part Time Salaries & Wages	10.00	Salary			
51040 Professional Services-Legal	900.00	1,200.00	1,200.00	1,200.00	0.00
Salary Total	900.00	1,200.00	443,518.00	410,133.54	383,074.47
Fringe Benefits			444,718.00	411,333.54	383,074.47
52010 FICA	68.86	91.80	91.80	91.81	0.00
52021 Retirement-Co Defined Benefit	0.00	0.00	0.00	0.00	28,808.27
52022 Retirement-Co Defined Contrib	8,557.65	11,302.54	9,705.36	7,783.86	1,518,499.13
Fringe Benefit Total	8,626.51	11,394.34	9,797.16	7,875.67	1,547,307.40
Travel					
53010 Monthly Mileage/In State	0.00	0.00	0.00	0.00	0.00
53020 Mileage/In State	0.00	0.00	0.00	83.32	122.90
53060 Registration Fees/In State	0.00	0.00	0.00	435.00	0.00
53110 Lodging/Out State	0.00	0.00	1,276.67	0.00	3,300.43
53120 Meals/Out State	0.00	0.00	480.26	0.00	0.00
53140 Registration Fees/Out State	0.00	0.00	695.00	0.00	250.00
53150 Airfare/Out State	0.00	0.00	764.80	0.00	0.00
Travel Total	0.00	0.00	3,216.73	518.32	3,673.33
Maintenance & Operations					
54011 Postage	6,000.00	8,900.00	8,000.00	9,000.00	5,000.00
54012 Printing & Binding	710.00	1,065.00	1,065.00	1,870.00	183.50
54014 Financial Services	953,926.92	1,055,804.76	957,349.42	958,179.42	957,819.42
54017 Memberships	28,984.00	32,366.00	31,269.00	18,220.00	14,920.00
54019 Premiums-Property Ins	230,368.00	206,555.00	244,406.78	252,566.00	139,274.00
54020 Premiums-Other Ins	0.00	0.00	0.00	4,649.00	0.00
54021 Telecommunications Svcs	190.64	29,993.79	30,978.48	30,978.90	408.84
54022 Utilities-Gas	0.00	35,209.81	40,850.31	36,753.57	35,494.33
54023 Utilities-Electric	0.00	771,856.04	695,861.40	702,839.67	641,767.42
54024 Utilities-Sewer & Water	0.00	487,771.56	495,251.55	449,932.74	431,036.31
54025 Utilities-Telephone	0.00	225,906.36	232,728.11	243,428.55	260,616.42
54026 Utilities-Other	0.00	2,201,891.85	1,654,171.54	1,524,768.69	1,204,788.20
54040 Other	3,322.05	756,112.87	1,681.20	44,218.14	121,708.34
54041 Publications	51,690.70	88,898.53	87,795.38	92,329.53	100,676.47
54045 Parking	0.00	0.00	0.00	297.50	0.00
54102 Office Space	258,246.23	383,046.21	0.00	0.00	0.00
54103 Building Space(Storage)	22,500.00	30,000.00	30,000.00	30,000.00	30,000.00
54109 Equipment-Other	1,730.00	678.00	678.00	678.00	648.00
54162 Equipment-Vendors Repair	0.00	0.00	0.00	0.00	5,618.19
54222 Misc Supplies	0.00	0.00	0.00	0.00	541.00
54352 Office Supplies-Expendable	0.00	877.00	250.00	420.00	1,369.50
54355 Paper	1,342.50	1,776.00	2,290.00	2,194.00	1,847.00
54451 Professional Services-Legal	419,572.34	46,661.71	57,904.27	274,773.98	295,496.00
54452 Professional Services-Auditin	0.00	0.00	4,450.00	5,775.00	0.00
54455 Professional Services-Other	23,234.96	38,993.56	112,887.01	288,798.28	27,197.60
54456 Services Other	14,246.47	22,087.67	48,517.07	47,812.29	338,391.52
Maintenance & Operations Total	2,016,064.81	6,426,451.72	4,738,384.52	5,020,483.26	4,614,802.06
Capital Outlay					
55095 Computer Software	0.00	0.00	0.00	3,600.00	0.00
55200 Telecommunications Equipment	0.00	0.00	4,590.00	0.00	0.00
Capital Outlay Total	0.00	0.00	4,590.00	3,600.00	0.00
Grand Total	2,025,591.32	6,439,046.06	5,200,706.41	5,443,810.79	6,548,857.26

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA
COUNTY

STATE OF OKLAHOMA

RESOLUTION NO: _____

STATE OF OKLAHOMA
OK COUNTY
RECEIVED OR FILED
2007 APR 10 P 3:07
STATE OF OKLAHOMA
CANDICE D. DAVIS
CLERK OF DISTRICT COURT

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF OKLAHOMA COUNTY AND THE DISTRICT ATTORNEY, DISTRICT 7, FOR THE ADVANCE SETTLEMENT AND ENCUMBERING OF COSTS OF CONTEMPLATED AND/OR ACTUAL CIVIL LITIGATION DURING CONTRACT TERM OF JULY 1, 2007 TO THE END OF JUNE 30TH, 2008 IN WHICH THE COUNTY OF OKLAHOMA COUNTY OFFICERS AND/OR EMPLOYEES ARE PARTIES OR OFFICIALLY INTERESTED; PROVIDING FURTHER FOR AUTHORIZING AND EMPOWERING THE CHAIRMAN OF THE BOARD OF COMMISSIONERS OF OKLAHOMA COUNTY TO EXECUTE SAID AGREEMENT UNDER THE TERMS AND CONDITIONS PROVIDED IN THE COPY OF THE AGREEMENT ANNEXED HERETO ON BEHALF OF THE BOARD OF COMMISSIONERS.

WHEREAS, the Board of Commissioners of the County of Oklahoma, State of Oklahoma, has previously contracted with the District Attorney, District No. 7, State of Oklahoma for additional services of a civil nature from the Office of District Attorney; and,

WHEREAS, the said Board of County Commissioners continues to require additional services of civil nature from the office of the District Attorney beyond those presently available through contract or otherwise, including all matters pertaining to the county's official duties, including representation in legal proceedings, provision of legal advice and assistance, appearance at meetings of the various boards, committees, and authorities of the county, as well as other legal needs; and,

WHEREAS, the District Attorney must prosecute or defend all civil actions or proceedings in which the county is interested or a party; and,

WHEREAS, the District Attorney's Office is not sufficiently funded by the Oklahoma Legislature to devote sufficient staff at current levels to provide such additional services; and,

WHEREAS, 19 O.S. § 215.36 provides that the Board of County Commissioners shall provide "[s]ufficient funds for the costs and necessary expenses of investigation, prosecution, or defense of any action, whether contemplated or actual . . ."; and,

WHEREAS, 19 O.S. § 215.37K provides that claims by the District Attorney to the Board of Commissioners for costs and necessary expenses of investigation, prosecution or defense of any action, actual or contemplated on behalf of the County must be ordered paid by said Board of Commissioners whether or not such claims are encumbered in advance; and,

WHEREAS, contracting in advance provides the Board of County Commissioners a secure method of ensuring the funds are encumbered and available for payment of the statutorily mandated expenses and provides the District Attorney with the ability to ensure qualified staff are available to render the statutorily mandated services that have been historically required by the County for the prosecution and defense of actions, actual or contemplated.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Oklahoma County, Oklahoma, that an Agreement be made by and between the said Board of Commissioners and the District Attorney, District No. 7, State of Oklahoma, providing for the settlement and encumbering of certain costs of contemplated and/or actual civil litigation and additional representation and advice in legal matters during the CONTRACT TERM FROM JULY 1ST, 2007 THROUGH JUNE 30TH, 2008 in which

the County of Oklahoma County, Oklahoma County Officers and/or Oklahoma County Employees are interested parties.

NOW BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners of Oklahoma County is hereby authorized and empowered to execute the said Agreement on behalf of said Board of County Commissioners under the terms and conditions provided in the copy of said Agreement that is attached hereto and made a part of this Resolution by reference as if printed fully herein.

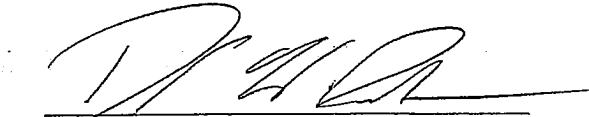
APPROVED this _____ *day of* _____, 2007.

**BOARD OF COMMISSIONERS OF
OKLAHOMA COUNTY, OKLAHOMA**

CHAIRMAN

MEMBER

MEMBER



DAVID W. PRATER
DISTRICT ATTORNEY

ATTEST:

CAROLYNN CAUDILL
COUNTY CLERK

AGREEMENT

WHEREAS, the Board of Commissioners of the County of Oklahoma, State of Oklahoma, has previously contracted with the District Attorney, District No. 7, State of Oklahoma for additional services of a civil nature from the Office of the District Attorney; and,

WHEREAS, the said Board of County Commissioners continues to require additional services of a civil nature from the office of the District Attorney beyond those presently available through contract or otherwise, including all matters pertaining to the county's official duties, including representation in legal proceedings, provision of legal advice and assistance, appearance at meetings of the various boards, committees, and authorities of the county, as well as other legal needs; and,

WHEREAS, the District Attorney must prosecute or defend all civil actions or proceedings in which the County is interested or a party; and,

WHEREAS, the District Attorney's Office is not sufficiently funded by the Oklahoma Legislature to devote sufficient staff at current levels to provide such additional services; and,

WHEREAS, 19 O.S. § 215.36 provides the Board of County Commissioners shall provide "[s]ufficient funds for the costs and necessary expenses of investigation, prosecution, or defense of any action, whether contemplated or actual . . ."; and,

WHEREAS, 19 O.S. § 215.37K provides that claims by the District Attorney to the Board of County Commissioners for costs and necessary expenses of investigation, prosecution or defense of any action, actual or contemplated on behalf of the County must

be ordered paid by said Board of Commissioners whether or not such claims are encumbered in advance; and,

WHEREAS, an exact calculation of the services provided by the District Attorney to the Board of County Commissioners would be costly to maintain; and,

WHEREAS, the parties consider appropriate and in the best interest of the County for the District Attorney to maintain an increased number of Assistant District Attorneys and staff actually dedicated to performing civil litigation services and/or giving advice on contemplated and/or actual litigation and for the County to be able to plan for and encumber in advance the amount of such costs;

NOW THEREFORE, for and in consideration of the premises and promises herein contained, the parties agree as follows:

SECTION 1. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this Agreement, have the meaning herein specified below:

"Board" shall mean the Board of County Commissioners of the County of Oklahoma, State of Oklahoma.

"District Attorney" shall mean the District Attorney, District No. 7, State of Oklahoma.

"Parties" shall mean the Board and District Attorney.

"DAC" shall mean the District Attorneys Council.

"TERM" shall mean beginning July 1st, 2007 and ending June 30th, 2008.

SECTION 2. OBLIGATIONS OF THE BOARD:

The Board covenants and agrees to encumber *SIX HUNDRED THIRTY EIGHT THOUSAND SIXTY FOUR DOLLARS AND ELEVEN CENTS (\$638,064.11)*

for the twelve (12) month contract term herein and to pay to the DAC for the benefit of the District Attorney, funds at such times and in such amounts as required by the DAC to fund four (4) Assistant District Attorney positions together with 2 and 1/2 support staff positions as specifically provided in Exhibit "A" hereto. It is understood that the obligation to pay is contingent upon the actual assignment of attorneys to the positions being funded hereby. In the event that any of the positions funded hereby is not filled for all or part of any month during the contract period, the obligation of the Board shall be reduced, or pro-rated, to reflect the actual cost to the District Attorney for such position or positions. However, it is explicitly recognized that the consideration paid herein by the Board is in the nature of a retainer which enables the District Attorney to employ the additional attorneys and staff for the duration of this contract, ensuring the availability of attorneys for the county to address its needs. The District Attorney reserves the right to request additional monies as budgets are revisited in September 2007, or at the time so designated by the Board.

SECTION 3. OBLIGATIONS OF THE DISTRICT ATTORNEY

The District Attorney covenants and agrees as follows:

(a) to continue to assign at least four (4) state-funded Assistant District Attorneys to its Civil Division;

(b) to continue to assign adequate support staff to assist the aforesaid four (4) state-funded Civil Division Assistant District Attorneys;

(c) to direct that the Assistant District Attorneys funded pursuant to this contract render services to the County on a priority basis as determined by the Chairman of the Board of County Commissioners of Oklahoma County.

SECTION 4. EVENTS OF DEFAULT

A party shall be deemed to be in default hereunder upon failing to keep any term or covenant herein.

SECTION 5. REMEDIES ON DEFAULT

Upon the occurrence of an event of default of this Agreement, then the Parties shall have the right at their option, without any further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce this Agreement.

SECTION 6. CANCELLATION

Either Party may cancel this Agreement at any time upon 30 days written notice prior to the date of cancellation.

SECTION 7. TERMINATION

This Agreement shall terminate at the conclusion of the fiscal year 2007. Any encumbrance which has not been obligated in accordance with State statutes shall lapse to the extent it is unobligated.

SECTION 8. RESOLUTIONS

The Parties hereto warrant that this Agreement has been brought before their respective Boards, if any, and that resolutions approving said Agreement and authorizing its execution, to the extent they are required, have been passed.

SECTION 9. EXECUTION

This Agreement shall be executed in duplicate; said Agreement shall be binding upon the Parties, their heirs, legal representatives, successors and designs.

SECTION 10. MODIFICATION OR ALTERATION

This Agreement sets forth the complete understanding of the Parties and supersedes previous negotiations, representations, and oral agreements between the Parties and their agents. This Agreement may only be amended or modified by a written agreement executed by both Parties.

SECTION 11. SECTION HEADINGS

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

SECTION 12. WAIVER

The waiver by either Party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other terms, covenant or condition hereof.

SECTION 13. NOTICES

Any notice given under any provision of this Agreement shall be in writing, posted by certified mail to the Parties as follows:

The Board by sending notice to:

Chairman of the Board of County Commissioners
County Office Building
Oklahoma City, Oklahoma 73102

The District Attorney by sending notice to:

David W. Prater
District Attorney
505 County Office Building
Oklahoma City, Oklahoma 73102

SECTION 14. MISCELLANEOUS

Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

DATED this _____ day of _____, 2007.

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF OKLAHOMA**

CHAIRMAN

MEMBER

MEMBER

ATTEST:

CAROLYNN CAUDILL, COUNTY CLERK

DAVID W. PRATER



DISTRICT ATTORNEY, SEVENTH
PROSECUTORIAL DISTRICT

Name	Monthly Gross	Annual			Annual			Annual			Annual WC est.	Longevity	Total Cost
		Gross Pay	FICA/MQFE	Total	Insurance	Retire.	Comp	UEC	Deferred				
Attorney 1	\$8,077.11	\$96,925.37	\$7,414.79	\$16,270.25	\$12,953.25	\$320.76	\$239.88	\$581.34	\$2,318.11	\$137,023.75			
Attorney 2	\$6,206.32	\$74,475.88	\$5,697.40	\$5,166.71	\$9,851.63	\$320.76	\$182.44	\$442.14	\$2,059.49	\$98,196.45			
Attorney 3	\$6,571.25	\$78,855.00	\$6,032.41	\$6,780.11	\$10,645.43	\$320.76	\$197.14	\$477.77	\$0.00	\$103,308.61			
Attorney 4	\$6,605.70	\$79,268.40	\$6,064.03	\$12,731.78	\$10,645.43	\$320.76	\$197.14	\$477.77	\$2,318.11	\$112,023.42			
Support Staff 1	\$2,535.83	\$30,429.96	\$2,327.89	\$17,286.52	\$4,103.99	\$320.76	\$76.00	\$184.19	\$0.00	\$54,729.31			
Support Staff 2	\$4,471.50	\$53,658.05	\$4,104.84	\$5,210.31	\$7,046.70	\$320.76	\$130.49	\$316.26	\$3,416.16	\$74,203.57			
Law Clerk	\$1,413.33	\$16,959.96	\$1,297.44	\$0.00	\$0.00	\$0.00	\$42.40	\$102.76	\$0.00	\$18,402.55			
	\$0.00	\$0.00	\$0.00				\$0.00	\$0.00					
Employee to scan documents	\$2,000.00	\$24,000.00	\$1,836.00	\$10,574.28	\$3,240.00	\$320.76	\$60.00	\$145.41	\$0.00	\$40,176.45			
	\$0.00												
	\$0.00												
	\$0.00												
	\$0.00												
	\$0.00												
	\$0.00												
Totals	\$37,881.05	\$454,572.62	\$34,774.81	\$74,019.96	\$58,486.43	\$2,245.32	\$1,125.48	\$2,727.63	\$10,111.87	\$638,064.11			

Changes:
Retirement cost percentage increases from 12.5% to 13.5% on 7-1-07
15% increase in insurance for 6 months.