

County Request No. 36

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 01/28/2025 Department: JJC

State the nature of the legal request: _____

Please review and approve Agreement for Services between BOCC on behalf of OCJB and Oklahoma Jail and Prison Ministries for the purposes of providing chaplain services. Requisition #12504891, not to exceed \$1,500, has been issued to Oklahoma Jail and Prison Ministries. This Agreement for Services shall be effective February 2025 through June 30, 2025. Requested by Hannah ~~Dix~~ Juvenile Bureau Director.

RECEIVED

WHIPP

JAN 28 2025

CIVIL DIVISION
DISTRICT ATTORNEY


County Officer or Department Director

Reply of District Attorney's Office: _____

Approved
as to form
& legality

Date of Reply: 1/29/2025


Assistant District Attorney

AGREEMENT FOR SERVICES

This Agreement consists of four (4) pages and is entered into by and between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Bureau hereinafter called "County" and the Oklahoma Jail and Prison Ministries (hereinafter referred to as "Contractor"), 2629 North I-44 Service Road, Oklahoma City, Oklahoma 73112. The purpose of this Agreement is to provide on-site chaplain services to clients coming to the attention of the County.

ARTICLE I QUALIFICATIONS

The Contractor is a private entity and not an agent of the County or any other division or department of the County. Oklahoma Jail and Prison Ministries and its on-site chaplain(s) will operate under the governance of its Administrative Guidebook outlined in the OJPM Administrative Guidebook as approved on May 17, 2012.

ARTICLE II AGREEMENT

This Agreement shall become effective (1st) day of February 2024 and shall terminate at the close of the (30th) day of June 2025. Costs incurred prior to or subsequent to those dates are not allowed.

ARTICLE III OFFICIALS AND EMPLOYEES NOT TO BENEFIT

No official or employee of the County or any other employee of the Oklahoma County Government shall receive any share or part of the Agreement, or to any benefit that may arise therefrom, and no employee of the County or officer, official or employee for the County shall serve as employees of the Contractor's organization.

ARTICLE IV ALLOWABLE COST AND PAYMENT

The Contractor is a non-profit 501-C corporation and is funded solely through fund raising initiatives. The lead chaplain will provide 40 hours a week of chaplain services to the County.

The Contractor agrees to provide on-site chaplain services to the County at a cost of Three hundred dollars (\$300.00) per month, not to exceed One thousand and five hundred dollars (\$1,500).

Payment for services rendered will be made only upon receipt of documented claims. These claims shall be submitted monthly in the format and in accordance with procedures prescribed by the County. The County must authorize all claims. Total payments pursuant to this contract shall not exceed One thousand and five hundred dollars (\$1,500). In the event claims are subsequently disallowed by the County pursuant to the Agreement, the Contractor shall repay the General Fund of the County, on demand, the amount of any such disallowed claims or at the discretion of the County may deduct such amounts from subsequent payments to be made to the Contractor hereunder without prejudice however to the County's right thereafter to establish the allowability of any such item(s) of cost under this Agreement.

ARTICLE V ACCOUNTS AND REPORTS

The County shall periodically review the performance of Contractor under this Agreement. If as a result of such review(s), the County determines that the responsibilities of Contractor pursuant to the Agreement are not being adequately performed or if the County determines that a change in the nature or scope of services to be provided under the Agreement requires modification, the parties shall attempt to resolve the issue amicably and to agree upon any needed changes to this Agreement and to implement the adjustments required by the County. If the parties are unable to reach an agreement, the parties shall be discharged from further obligations under the terms of the Agreement.

ARTICLE VI SPECIAL PROVISIONS

1. The County must authorize all services offered pursuant to the Agreement prior to delivery. It is also understood that need for services pursuant to this Agreement will be at the sole discretion of the County and/or Oklahoma County Juvenile Bureau.
2. This agreement expresses a convergence of will between the parties above to support one another in a common line of work and service whereby the Contractor will operate under the rules, regulations and supervision of the County.
3. The Contractor will operate and serve under the guidance and authority of the County, the lead chaplain will report to the Executive Chaplain and YGS staff on day-to-day matters that include the spiritual matters of the staff and inmates at the County. The Contractor and its onsite chaplain(s) will operate under the governance of its Administrative Guidebook outlined in the OJPM Administrative Guidebook as approved on May 17, 2012.
4. The lead chaplain will be responsible for the guidance and supervision of all OJPM staff or volunteers as they relate to working under the ministry of OJPM. The lead chaplain will also work with the residents one on one, grief counseling, spiritual growth and conflict resolution.
5. The Contractor has a twenty-five plus years long history of chaplaincy in jails and prisons in Oklahoma. Since Oklahoma County Juvenile Center has the largest juvenile center in Oklahoma City, Oklahoma, the partnership between OJPM and the OKJDC will provide additional resources to assist the residents in becoming productive citizens. This, combined with our mental health and substance abuse screening, is an example of a non-traditional approach in helping the citizens we serve.

ARTICLE VII EQUAL OPPORTUNITY AND DISCRIMINATION

The County and the Contractor agree they are equal opportunity employers and in compliance with Federal regulations, at Title 45, Code of Federal Regulations, Part Eighty (80) (which implement P.L. 88-352 Civil Rights Act of 1964) and execute orders thereunder and the Rehabilitation Act of 1973, as amended, including but not limited to, giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin or handicap.

ARTICLE VIII LIABILITY

The Contractor shall perform their work under this Agreement as an independent contractor and agrees that the County is to be free from all liabilities and damages

resulting from their performance hereunder. It is further agreed that Contractor will indemnify and hold harmless Oklahoma County against all claims and causes of action of any kind and character, which may arise as a result of.

ARTICLE IX COMPLIANCE WITH LAW

The Contractor agrees to comply with all applicable State and Federal Laws, statutes, regulations, rulings or enactments of any governmental authorities that are applicable to this Agreement. Observance of and compliance with their requirements shall be the responsibility of Contractor without reliance on, or superintendence of, or direction by the County.

The Contractor understands he is responsible for payment of wages and benefits required by federal law (i.e., FICA) to any persons employed in conjunction with fulfillment of obligations of this contract.

ARTICLE X EVALUATIONS

The County through any authorized representative has the right, at all reasonable times, to inspect, investigate or otherwise evaluate the service performed. If any inspection, investigation or evaluation is made by the County, the Contractor shall provide all reasonable assistance. All inspections, investigations, or evaluations shall be performed in such a manner as will not unduly interfere with the performance of the service.

ARTICLE XI FEES

The Contractor shall not impose any fees to County employees for services provided pursuant to this Agreement.

ARTICLE XII OWNERSHIP INFORMATION

The Contractor affirms that no person who has ownership or controls interest in, or is an agent or managing employee, has been convicted of a criminal offense involving moral turpitude.

ARTICLE XIII CANCELLATION/TERMINATION

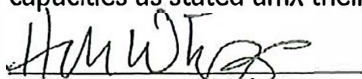
In the event Contractor fails to meet the terms and conditions herein or fails to provide services in accordance with the provisions of this Agreement, the County may, upon written notice of default to Contractor, cancel this Agreement immediately and such cancellation shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law. This Agreement may be terminated for any reason, by either party by giving thirty (30) days written notice to the other party.

ARTICLE XIV MODIFICATION

The Contractor is not authorized to change any element of this Agreement. All changes shall be consummated by formal written amendment agreed and executed by both the County and Contractor.

This Agreement is made in the State of Oklahoma and shall be governed by the laws of the State of Oklahoma, and Article 10 Section 26 of the Oklahoma Constitution.

For the faithful performance of the terms of this Agreement, the parties hereto in their capacities as stated affix their signatures.



Hannah Whipp, Director

Oklahoma County Juvenile Bureau
5905 N. Classen Court, Suite 202
Oklahoma City, OK 73118



Christopher Hendrix

Oklahoma Jail and Prison Ministries
2629 North I-44 Service Road
Oklahoma City, OK 73118

COUNTY

APPROVED by the County this 3rd day of February
2025.

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

By _____
Chairman

By _____
Member

ATTEST:

County Clerk

By _____
Member

APPROVED as to form and legality this 29 day of JANUARY, 2025


Assistant District Attorney

<p>Bill To JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 400 OKLAHOMA CITY, OK 73118</p>	<p>Requisition 12504891-00 FY 2025</p> <p>Acct No: 10152500-54455</p> <p>Review: Buyer: 6065cbgrab1</p> <p>Status: Released</p>
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<p>Vendor OKLAHOMA JAIL & PRISON MINISTRIES 2629 W I-44 SVC RD, STE 204</p> <p>OKLAHOMA CITY, OK 73112</p>	<p>Ship To JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 400 OKLAHOMA CITY, OK 73118</p>
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Deliver To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK 73118

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/25	1005276				Juvenile Justice Bureau

LN Description / Account	Qty	Unit Price	Net Price
001 Contract for Professional Services/Chaplain Services for remainder of FY25.	1500.00 EACH	1.00000	1500.00
1 10152500-54455		1500.00	

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[Requisition Link](#)

Requisition Total 1500.00

***** General Ledger Summary Section *****

Account		Amount	Remaining Budget
10152500-54455		1500.00	151220.83
Juvenile Detention	Professional Services-Other		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	01/28/25	Grant Billingsley	Auto approved by orig/apprvr:
Approved	01/28/25	Hannah Dix	Auto approved by orig/apprvr:

Bill To
JUVENILE JUSTICE BUREAU
5905 N. CLASSEN COURT
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Acct No:
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/25	005276				Juvenile Justice Bureau

LN	Description / Account	Qty	Unit Price	Net Price
Approved	01/28/25 Albert Rodriguez		Auto approved by: 6065ccshemcg	
Approved	01/28/25 Deborah McDonald		Auto approved by: 6065ccshemcg	
Approved	01/28/25 Maria Pinley		Auto approved by: 6065ccshemcg	
Approved	01/28/25 Sheena McGrady			
Approved	01/28/25 Chantel Boso		Auto approved by: 6065ccshemcg	
Queued	01/28/25 Chantel Boso		Hold for BOCC	
Queued	01/28/25 Ashley Franklin		Hold for BOCC	
Queued	01/28/25 Ashley McMichael		Hold for BOCC	
Queued	01/28/25 Lauren Adkison		Hold for BOCC	
Queued	01/28/25 Long Tran		Hold for BOCC	