

County Request No. 337

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: 05/23/2024 Department: JJC

State the nature of the legal request: _____

Please review and approve the Renewal Contract between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Bureau and Pivot, Inc., who shall provide Fingerprinting Services for out of custody Oklahoma County juveniles that charges have been filed by the District Attorney's Office. Requisition 12500101, not to exceed \$5,250, has been issued to Pivot, Inc. This Agreement shall be effective July 1, 2024 through June 30, 2025, contingent upon encumbrance of funds. Requested by Hannah Dix, Oklahoma County Juvenile Bureau Director.

RECEIVED

MAY 24 2024

CIVIL DIVISION

~~DISTRICT ATTORNEY~~

[Signature]
County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 5/24/24 [Signature]
Assistant District Attorney

AGREEMENT FOR SERVICES

This Agreement is entered into by and between the Oklahoma Board of County Commissioners, hereinafter called "County," on behalf of the Oklahoma County Juvenile Bureau, hereinafter called "OCJB," and Pivot, Inc., hereinafter called "Contractor." The purpose of this Agreement is to secure fingerprinting for out of custody juveniles remanded to the Oklahoma County Juvenile Court.

ARTICLE I: QUALIFICATIONS

Contractor is a 501(c)(3) nonprofit organization and not an agent of the County or any other division or department of the County. Contractor provides a variety of services to youth in Oklahoma County and partners with law enforcement through the Community Intervention Center (CIC).

ARTICLE II: AGREEMENT PERIOD

This Agreement shall become effective the 1st day of July 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 there from, 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: SCOPE OF SERVICES

Contractor agrees to operate a community intervention center (CIC) to fingerprint out of custody Oklahoma County juveniles that charges have been filed by the district attorney's office. Contractor shall conduct fingerprint services between the hours of 8:00 a.m. central standard time and 8:00 p.m. central standard time. Juveniles shall be accompanied by their parent and/or legal guardian and have documentation from the Oklahoma County Juvenile Courts requiring them to get fingerprinted.

Contractor shall perform the following functions:

1. Enter the juvenile's demographic information into the management information system provided for in 10 O.S. §7302-3;
2. Photograph and fingerprint the juvenile; and
3. Provide care and services as are required to obtain and maintain certification as a community intervention center.

ARTICLE V: COMPENSATION

Payment for services will be made only upon receipt and verification of documented claims. These claims shall be submitted quarterly in the format and in accordance with procedures prescribed by the County and the OCJB. The County must authorize all claims. 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 authorization of any such item(s) of cost under this Agreement.

Total compensation for this Contractor is set at five thousand two hundred and fifty dollars (\$5,250.00) for the period of July 1, 2024, and end June 30, 2025. Total reimbursement pursuant to this contract cannot exceed five thousand two hundred and fifty dollars (5,250.00) and shall be paid in four (4) quarterly payments of one thousand three hundred twelve dollars and fifty cents (\$1,312.50) each quarter.

ARTICLE VI: ACCOUNTS AND REPORTS

The County shall periodically review the performance of the Contractor under this Agreement. If as a result of such review (s), the County determines that the responsibilities of the 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 issues 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 VII: ASSIGNMENTS TO PROVIDE SERVICES UNDER SUB-AGREEMENT

All of the work and services required under this Agreement shall be performed by the Contractor or under an approved sub-agreement, and all personnel engaged therein must be fully qualified and have successfully completed fingerprinting training provided by the Oklahoma State Bureau of Investigation (OSBI). Contractor agrees that the services required under this Agreement cannot be assigned or transferred without the prior written approval of the County and the OCJB. The Contractor shall be responsible for the payment of wages to any personnel providing these services under an approved sub-agreement. Approved sub-agreements shall not relieve the Contractor of any responsibility for performing the terms of this Agreement.

ARTICLE VIII: EQUAL OPPORTUNITY AND DISCRIMINATION

The County and 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 there under 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 IX: LIABILITY

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 Contractor's performance under this contract. Contractor further agrees not to hold County liable for any personal loss of property or personal injury or death, which may result from their rendering of any services by Contractor pursuant to this Agreement.

ARTICLE X: COMPLIANCE WITH LAWS, STATUTES, REGULATIONS, OKLAHOMA COUNTY AND OCJB POLICIES AND PROCEDURES:

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 on direction of the County or the OCJB.

Contractor agrees to require all subcontractors approved under the Agreement to abide by this provision.

Contractor understands they are 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 XI: EVALUATIONS

The County and the OCJB, through any authorized representative, have 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, or the OCJB, 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 XII: DRUG-FREE WORKPLACE:

Contractor agrees that the Contractor and Contractor's employees and/or agents will not engage in or allow the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing under the Agreement. The Contractor agrees to require all subcontractors approved under the Agreement to abide by this provision.

ARTICLE XIII: EMPLOYMENT RELATIONSHIP:

The Agreement does not create an employment relationship. Contractor or any of Contractor's employees shall not be considered employees of the County for any purpose.

ARTICLE XIV: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Contractor and any of Contractor's approved agents, vendors, officers, volunteers, and/or employees approved under the Agreement, to perform assigned work, acknowledge that they may have, or may obtain, access to confidential protected health information. Contractor and any of the Contractor's approved agents, vendors, officers, volunteers, and/or employees approved under the Agreement shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191, August 21, 1996, 110 Stat. 1936, as it may be amended.

ARTICLE XV: PRIVACY AND CONFIDENTIALITY OF JUVENILE RECORDS

Contractor and any of Contractor's approved agents, vendors, officers, volunteers, and/or employees approved under this Agreement shall adhere to the provisions of Oklahoma State Statute 10A O.S. 2-6-101 through 10A. O.S. § 2-6-105 requiring confidentiality of records containing the identity of individual juveniles.

ARTICLE XVI: INDEMNITY

Unless prohibited by Article 10 of the Oklahoma Constitution and Title 51 O.S. § 151 d et seq, Oklahoma's Governmental Tort Claim Act, Contractor agrees to the extent allowed by law, to indemnify and hold the County and the OCJB harmless against all bodily injuries and property damages, civil rights violations, deficiencies, or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of the Agreement.

Unless prohibited, by Article 10 of the Oklahoma Constitution, to the extent allowed by law, Contractor shall indemnify and hold the County and the OCJB, harmless under the Agreement from all assessments, judgments, costs including

attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

ARTICLE XXVII: FEES

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

ARTICLE XVIII: OWNERSHIP INFORMATION

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 XIV: CANCELLATION/TERMINATION

In the event the 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 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 shall be terminated, in whole or in part, by either party by giving thirty (30) days written notice to the other party.

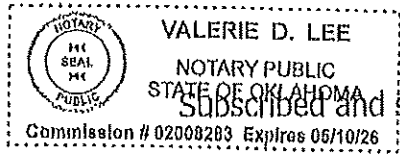
ARTICLE XX MODIFICATION:

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, the OCJB, and the Contractor.

(This section intentionally left blank)

[Signature]
Hannah Dix, Director
Oklahoma County Juvenile Bureau
5905 N. Classen Boulevard
Oklahoma City, OK 73118

[Signature]
Jennifer Goodrich, Executive Director
Pivot, Inc.
201 N.E. 50th Street
Oklahoma City, OK 73105



VALERIE D. LEE
NOTARY PUBLIC
STATE OF OKLAHOMA

Subscribed and sworn to before me this 23rd day of May, 2024.

My Commission Expires: 5/10/26 Valerie D. Lee
Notary Public

COUNTY

APPROVED this _____ day of _____, 2024.

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

Chairman

Member

Member

ATTEST:

County Clerk

APPROVED as to form and legality this 24 day of May, 2024

[Signature]
Assistant District Attorney

