

#208

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES 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 RESPONSES TO REQUESTS FOR ADVICE WILL BE 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 THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 04 / 21 / 2022.

COUNTY DEPARTMENT MAKING REQUEST: JJC

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Please review the attached Agreement for Services with The Hair Initiative to provide barber services for youth in detention. Thank you.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

J'ma Overstreet

COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____

Received 4/25/22

DAVID PRATER
DISTRICT ATTORNEY

By: *[Signature]*

RECEIVED

APR 21 2022

CIVIL DIVISION
DISTRICT ATTORNEY



Bill To
JUVENILE JUSTICE BUREAU
5905 N. CLASSEN COURT
SUITE 202
OKLAHOMA CITY, OK
73118

Requisition 12300007-00 FY 2023

Acct No:
UNDEFINED ACCOUNT.
Review:
Buyer: 6065jjvallee
Status: Created

Page 1

Vendor
THE HAIR INITIATIVE INC
PO BOX 844

Ship To
JUVENILE JUSTICE BUREAU
5905 N. CLASSEN COURT
SUITE 202
OKLAHOMA CITY, OK 73118

OKLAHOMA CITY, OK 73102

Tel#405-820-2082

Deliver To
JUVENILE JUSTICE BUREAU
5905 N. CLASSEN COURT
SUITE 202
OKLAHOMA CITY, OK 73118

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/19/22	1004166				Juvenile Justice Bureau
LN Description / Account		Qty	Unit Price	Net Price	
001 Blanket/DA Contract for Professional Services/Barber Services for Residents in Detention as needed for FY 23		4000.00 EACH	1.00000	4000.00	

Ship To
JUVENILE JUSTICE BUREAU
5905 N. CLASSEN COURT
SUITE 202
OKLAHOMA CITY, OK 73118

Deliver To
JUVENILE JUSTICE BUREAU
5905 N. CLASSEN COURT
SUITE 202
OKLAHOMA CITY, OK 73118

Requisition Link

Requisition Total

4000.00

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

Amount Remaining Budget

AGREEMENT

This Agreement consisting of five (5) pages entered into by and between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Center hereinafter called "County" and **The Hair Initiative** hereinafter called "Contractor", constitutes the entire Agreement between the County and **The Hair Initiative. This Agreement is effective July 1, 2022 and ends June 30, 2023.**

KNOW THEREFORE, the parties mutually agree as follows:

ARTICLE I QUALIFICATIONS

Contractor is a private entity and not an agent of the County or any other division or department of the County.

Contractor agrees to recruit, schedule, and compensate competent barber(s) and stylist(s) for the County and agrees to provide on-site hair care services to residents who are detained in the Oklahoma County Juvenile Detention Center as provided for in this Agreement.

ARTICLE II AGREEMENT PERIOD

This Agreement shall become effective the first (1st) day of July 2022 and shall terminate at the close of the thirtieth (30th) day of June 2023. 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 officers of the Contractor's organization.

ARTICLE IV ALLOWABLE COST AND PAYMENT

In return for services provided pursuant to Article I and VI, the County agrees to pay Contractor Ten Dollars (\$10.00) per resident for hair care services. Total reimbursement pursuant to this contract cannot exceed Four Thousand Dollars (\$4,000.00).

Payment for services rendered will be made only upon receipt of documented claims. These claims shall be submitted monthly utilizing Exhibit A, "Invoice" and in accordance with procedures prescribed by the County. All claims must be authorized by the County.

In the event claims are subsequently disallowed by the County because the services were not performed pursuant to this 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 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 the Contractor under this Agreement. If as a result of such review(s), the County in good faith 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 attempt 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

The primary purpose for Hair Care Services for the County is to have available for residents an avenue by which they are able to look appropriate for Court appearances and to feel well groomed, as stated by the American Correctional Association (ACA) Standard (2-8239).

1. Contractor shall not restrict on the right of the resident to determine the length and style of their hair.
2. Contractor shall be responsible for all hair care and styling equipment and to make sure that all equipment is in its proper place and accounted for before leaving the Detention area.
3. Contractor will provide hair care services to those residents who shall agree to the County requirements.
 - A. Residents can only receive one (1) haircut per month.

- B. Residents may be given priority based on need, behavior, and length of stay.
- 4. County agrees to provide the Contractor with notification of services needed during the business week prior to the date services will be rendered.
- 5. Contractor agrees to adhere to all policy and procedures concerning Facility security and confidentiality of client information.

All services offered pursuant to the Agreement must be authorized prior to delivery by the County.

ARTICLE VII 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 VIII 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 directly from Contractor's 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 direct result of Contractor's intentional acts or gross negligence which occur during Contractor's performance under this Agreement. 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.

Contractor agrees to provide services to County by barbers who carry liability insurance, and who are licensed to practice in the State of Oklahoma.

ARTICLE IX COMPLIANCE WITH LAW

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 superintendent of, or direction by the County.

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 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

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 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 thirty (30) days 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 XIV MODIFICATION

Contractor is not authorized to change any element of this Agreement without the express written consent of County. All changes shall be consummated by formal written amendment agreed and executed by both the County and Contractor.

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

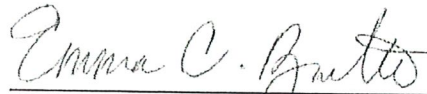
Oklahoma County Juvenile Center

Contractor


J'me Overstreet

Director

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


Emma Butler

Founder and Executive Director
The Hair Initiative
PO Box 844
Oklahoma City, OK 73102

Subscribed and sworn to before me this 21 day of April, 2022.

My Commission Expires:

November 22, 2025

Notary Public

APPROVED this 21 day of April, 2022.



Board of County Commissioners
Oklahoma County, Oklahoma

APPROVED:

Brian Maughan, Chairman

Kevin Calvey, Member

Carrie Blumert, Member

ATTEST:

David B. Hooten, County Clerk

APPROVED as to form and legality this 25th day of April, 2022.


Assistant District Attorney