

AGREEMENT
Between the Board of County Commissioners for Cleveland County
And
CASA of Cleveland County, Inc.

This agreement (the "Agreement") is entered into between the Board of County Commissioners for Cleveland County (herein referred to as "County") and CASA of Cleveland County, Inc. (*herein referred to as "CASA"*) having a notice address of *401 W. Main St., Suite 440 Norman Oklahoma, 73069.*

WHEREAS, CASA, the Court Appointed Special Advocate, provides a vital role in the actions of the Juvenile Court; and

WHEREAS, CASA is authorized to operate under Title 10, Section 1-4-306 of the Oklahoma State Statutes; and

WHEREAS, CASA has the following statutory duties, responsibilities and immunities under the laws of the State of Oklahoma:

1. A court-appointed special advocate program shall be made available to each judicial district.
2. No court-appointed special advocate shall be assigned a case before:
 - a. completing a training program in compliance with nationally documented Court-Appointed Special Advocate standards. Documentation of training shall be submitted annually by local court-appointed special advocate programs to the Oklahoma Court-Appointed Special Advocate Association, and
 - b. being approved by the local court-appointed special advocate program, which will include appropriate criminal background checks as provided in paragraph 6 of this subsection.
3.
 - a. Each local court-appointed special advocate program shall require a criminal history records search conducted by the Oklahoma State Bureau of Investigation, and any other background check requirements as set forth in Oklahoma Court-Appointed Special Advocate Association state standards for local programs, for any person making application to become a court-appointed special advocate volunteer or to be employed by the local court-appointed special advocate program.
 - b. If the prospective court-appointed special advocate volunteer or employee of the local court-appointed special advocate program has lived in Oklahoma for less than one (1) year, a criminal history records search shall also be obtained from the criminal history state repository of the previous state of residence.
 - c.
 - i. Any person participating in a judicial proceeding as a court-appointed special advocate shall be presumed prima facie to be acting in good faith and in so doing shall be immune from any civil liability that otherwise might be incurred or imposed.
 - d. Any person serving in a management position of a court-appointed special advocate organization, including a member of the Board of Directors acting in good faith shall be immune from any civil liability or any vicarious liability for the negligence of any court-appointed special advocate organization advocates, managers, or directors.

WHEREAS, CASA has been part of the Cleveland County Juvenile Court system since 1984.

WHEREAS, the citizens of Cleveland County will continue to benefit from CASA providing services as a free-standing entity; and

WHEREAS, CASA is in need of funding for the salary of the Executive Director and Juvenile Officer/ Administrative Assistant as allowed for by Title 10, Section 1505-C

NOW, THEREFORE, BE IT RESOLVED, CASA and County do mutually agree as follows:

1. CASA agrees that:
 - a. Any and all funds received pursuant to this agreement will be used strictly for the purposes of providing salary and benefits for the Executive Director and Juvenile Officer/Administrative Assistant. It is specifically understood by CASA that County is not obligated to pay the total costs of salaries and benefits for these positions.
 - b. The Executive Director will be in charge of the daily operations of the program; the Juvenile Officer/Administrative Assistant will be responsible for the daily managing of the office, assisting the case managers and coordination of the Post Adjudicatory Review Board serving the juvenile court.
 - c. The Executive Director will provide monthly activity reports to Cleveland County.
 - d. CASA understands that it acts as an independent contractor pursuant to this agreement, and as such, neither CASA nor any of its employees are an agent or employee of County, but pursuant to Title 10 such CASA workers may enjoy protection and immunity according to such section; and
 - e. CASA Duties include:
 - i. Will follow internal policies and procedures concerning the recruitment, screening, training, assignment and removal of CASA Volunteers; the maintenance of volunteer records and case files; volunteer to staff supervisory ratio; ex parte communication with the court; all which are described and standardized by the National CASA Association;
 - ii. Will not employ or enter into a contract with any individual with whom a conflict of interest exists;
 - iii. Will maintain records and statistical information necessary for program evaluation and the preparation of the agency's Annual Report;
 - iv. Will evaluate and submit annual budgetary requirements necessary to meet the needs of CASA as requested by Cleveland County;
 - v. Will, in accordance with its mission, recruit and train volunteer advocates in the skills, information and resources necessary to fulfill their role as CASAs;
 - vi. Will recommend CASA to the court for appointment;
 - vii. Will review all deprived petitions, as well as wherein a CASA has been requested, prioritizing and evaluating each case based on : need, prior court involvement, siblings split in foster care; length of time in the court system, number of parties involved and amount of conflict between said parties all of which could adversely affect the best interest of the children;
 - viii. Will provide all parties to the case with written notice of the CASA appointment and endeavor to ensure court reports are submitted and distributed to the court in a timely manner;
 - ix. Will monitor to ensure the adequate performance of any CASA assigned to a case in Juvenile Court.
2. In consideration for these services, County agrees to pay an amount not to exceed a total of **\$60,000** for the contract period.

3. CASA agrees that the monies received pursuant to this agreement will be used solely for the purposes outlined in paragraph #1.
4. 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, 2027, 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 CASA if CASA fails to perform its obligations under paragraph #1 above, as determined by the County in the County's sole and absolute discretion.
5. CASA will not impose any fees for services rendered and paid for under the terms of this agreement.
6. The County has the right, at all reasonable times, to inspect, investigate, or otherwise evaluate the services performed pursuant to this contract. CASA further agrees to provide the County with monthly detailed reports as outlined in paragraph 1 c.
7. CASA shall perform services under this agreement as an independent contractor and accepts all liabilities and damages resulting from its performance hereunder, but pursuant to Title 10 O.S. 1-4-306 such CASA workers may enjoy protection and immunity according to such section. CASA 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. CASA 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. CASA agrees to attach a copy of a certificate of insurance to this contract upon its execution. CASA agrees to provide proof of coverage for Workman's Compensation Insurance as part of this contract.
8. No official or employee of Cleveland County shall receive any share of the agreement or benefits that may arise therein.
9. This contract is null and void unless the Cleveland County Clerk has encumbered the contract. Upon approval of this contract, a purchase order number will be issued by Cleveland 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.

WITNESS THEREOF, the County and CASA have executed this Agreement.

APPROVED this 7 day of May, 2026.

Cleveland County CASA, Inc..

By: 

APPROVED this 7 day of May, 2026

**Board of County Commissioners
for Cleveland County**

Jacob McHughes, Chairman

Rusty Grissom, Vice-Chairman

Rod Cleveland, Member

Attest:

Pam Howlett, County Clerk

Approved this _____ day of _____ 2026, as to form and legality:

Assistant District Attorney