

CLEVELAND COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

SERVICE AGREEMENT FOR COUNTY COMMUNITY SAFETY INVESTMENT

CONTRACT made as of the _____ day of _____, 2026

BETWEEN the **COUNTY:** The Board of County Commissioners of the
County of Cleveland
201 South Jones
Norman, Oklahoma 73069

Contact Person: Bailey Breen
Telephone Number: 405-366-0200

and the **VENDOR:** Legal Aid Services of Oklahoma
Address: 2227 West Lindsey Street, Suite 1550
Norman, OK 73069

Contact Person: Holly Lantagne
Telephone Number: 405-360-6631
Email: holly.lantagne@laok.org

for the following maintenance or services:

Civil legal services for Cleveland County treatment and wellness court participants.

This contract has been examined and approved as to legality by the District Attorney, Cleveland County.

Assistant District Attorney

Date

THE COUNTY AND THE CONTRACTOR AGREE AS SET FORTH BELOW.

ARTICLE 1
SERVICES

1. Provide legal representation to Cleveland County treatment and wellness court participants in civil legal matters including but not limited to:
 - a. Assistance with access to basic necessities such as housing, employment, healthcare, and social security benefits.
 - b. Assistance to ensure economic security such as consumer fraud, tax matters, garnishments, and bankruptcy.
 - c. Assistance to ensure personal safety such as prevention of child and elder abuse and neglect, domestic violence, human trafficking, stalking, and harassment.
 - d. Assistance to ensure support for family stability such as guardianships or a power of attorney.
2. If Contractor believes a conflict of interest prevents the Contractor from representing a particular client, Contractor shall notify the court of the details of the conflict. In the event a conflict arises or if one or more additional attorneys are needed to represent all the necessary parties in a case assigned pursuant to this Contract, Contractor is responsible for making arrangements with another qualified attorney to provide the representation ("Covering Attorney"), unless otherwise directed by the court. No additional compensation shall be payable from this contract for the Covering Attorney's services or expenses, unless agreed to by the county.
3. Contractor shall not allow any Covering Attorney to provide services pursuant to the Contract without first verifying that the Covering Attorney has in place professional liability insurance in the same amount required of other attorneys required by the court and maintains the continuing legal education credits required for such representation.
4. Other Performance Requirements
 - a. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to the Oklahoma Bar Association. Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract. All persons providing services that are lawfully required to perform those services under this contract shall be documented as licensed, certified, and otherwise trained as outlined in this contract, or under supervision prior to initiating services under this contract.
 - b. The Contractor shall not reassign this contract, or any part thereof, or engage in any subcontract to provide the services herein without prior written approval of the County. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency.
 - c. In the performance of all services rendered under this contract, the Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer

and employee, partnership, principal and agent, or joint venture between the parties.

- d. Contractor assures that neither the Contractor nor anyone subject to the contractor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the County any money or other thing of value, either directly or indirectly, in procuring this contract herein.
- e. Contractor shall not solicit participants through gratuitous offerings, incentives, gifts, or other offerings for any service provided by the Contractor; nor shall the Contractor allow any other provider to solicit participants of the Contractor through gratuitous offerings, incentives, gifts, or other offerings. The Contractor shall not use any coercion, duress, force, or similar action, real or threatened, against any participant for the purpose of soliciting participants or for the purpose of hindering or obstructing any investigation conducted by the Department of Mental Health and Substance Abuse Services, any other governmental agency, or advocacy group.

ARTICLE 2 INSURANCE/LIABILITY

1. Contractor shall be liable for any damages resulting from, arising out of, or relating to the professional services provided pursuant to this Contract. The Contractor shall indemnify, defend and hold harmless Cleveland County and the Cleveland County Board of County Commissioners, and their agents and employees, from any and all liability, loss, damage or expense including reasonable attorney's fees and investigative expenses they may incur which result from any claims against them, individually or severally for any acts or omissions by the Contractor, or any of the Contractor's officers, agents or employees in its performance of services pursuant to this Contract.
2. Before the effective date of this Contract and any renewal of this Contract, Contractor shall furnish the Cleveland County Board of County Commissioners with written proof that the legal services to be provided by under this Contract are covered by Professional Liability Insurance in the amount required by the court. Contractor shall maintain such Professional Liability Insurance coverage at all times during the performance of the Contract.

ARTICLE 3 TERM OF CONTRACT AND RENEWAL

This contract shall commence on July 1, 2026 and terminate on June 30, 2027. Contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the County until the contract is effective. The contract is renewable for an additional fiscal year upon approval of both parties.

Unless terminated earlier, this Contract will automatically terminate at the end of the current fiscal year (June 30) pursuant to Article 10, Section 26 of the Oklahoma Constitution.

It is agreed that either party may terminate this contract at any time before the end of the fiscal year for any reason after giving the other party sixty (60) day written notice of termination. It

is further agreed the County may terminate this Contract immediately if the Contractor fails to provide services in accordance with this contract or in any way breaches any of the provisions of the Contract. Prior to termination for failure to provide services set forth in this contract, County shall provide Contractor written notice of the deficiency. Contractor will then have ten (10) business days in which to cure the deficiency prior to termination of this contract.

ARTICLE 4 CONTRACT AMOUNT

In accordance with the terms of this contract, the County will pay the Contractor an amount not to exceed one hundred thousand dollars (\$100,000.00) per fiscal year unless amended in writing and approved by Contractor and the County, payable to the Contractor as set forth below.

County shall only pay upon quarterly receipt of an invoice for services, which shall be submitted to the County not more than thirty (30) days from the day services were last rendered during the invoiced quarter. Invoices shall be submitted to Cleveland County, c/o Bailey Breen, Cleveland County Deputy Director of Operations & Grant Management at bbreen@ClevelandCountyOK.com. County agrees to make payment to Contractor within forty-five (45) days of receipt of a proper invoice.

ARTICLE 5 NOTICES

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Notices shall be sent to the County at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the County:

Cleveland County Board of County Commissioners
201 S. Jones
Norman, OK 73069

With a copy, which shall not constitute notice, to:

District Attorney's Office, Civil Division
201 S. Jones, Suite 300
Norman, OK 73069

If sent to the Contractor:

Holly Lantagne
Legal Aid Services of Oklahoma
2227 West Lindsey Street, Suite 1550

Norman, OK 73069

ARTICLE 6
PURCHASE ORDER

This contract is null and void unless the amount of the contract has been encumbered by the Cleveland County Clerk. Upon approval of this contract a Purchase Order Number will be issued by Cleveland County as set out below.

ARTICLE 7
LEGAL AUTHORITY

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 with limitations provided by Oklahoma Law, including the County Purchasing Act, 19 O.S. §1500 et. seq., 19 O.S. §1, 19 O.S. §339(A)(14), and 43A O.S. §2-312.1, et. seq. This contract is awarded under solicitation #4520011467 with the Oklahoma Department of Mental Health and Substance Abuse Services.

APPROVED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
CLEVELAND COUNTY, OKLAHOMA

Chairman _____

Commissioner _____

Commissioner _____

ATTEST:

Pam Howlett, County Clerk

VENDOR:

Legal Aid Services of Oklahoma

By: _____

Attest or Notary:


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