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**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** February 13, 2019

**REFERENCE:** Professional Services Contract with Kimberly Rebsamen as a Clerk for the Post Adjudication Review Board Program  
Provided by the Okla. Commission on Children and Youth

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. Contractor has already executed this Contract and it is being presented for your review and approval. Please let me know if you have any questions.

Respectfully,

*Nolan M. Fields IV*

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**Nolan M. Fields IV**  
Assistant District Attorney

CC:  
Rosemary Brown, Juvenile Bureau CFO

**Professional Services Contract**  
**Post Adjudication Review Board Clerk**  
**Calendar Year 2019**

**CONTRACT FOR SERVICES**

**This Consulting Agreement (“Agreement”)** is made and entered into on 1st day of January, 2019, between the Board of County Commissioners of Tulsa County, State of Oklahoma, hereinafter referred to as (“**Board**”) on behalf of the Tulsa County Juvenile Bureau, hereinafter referred to as (“**Client**”), and Kimberly Rebsamen referred to as (“**Contractor**”).

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

• **Term of Contract**

This Contract shall be effective January 1, 2019, and shall continue in effect from that date through December 31<sup>st</sup>, 2019.

• **Funding for Contract**

All payments pursuant to this Contract shall be made from that portion of the Post Adjudication Review Board (PARB) program that is provided by Oklahoma Commission on Children and Youth (OCCY) budgeted for PARB Clerk, as approved for Calendar Year 2019.

• **Contract Amount and Payment for Services**

- Contractor shall be paid the annual sum of \$24,000.00 for services rendered under this contract, payable in twelve (12) equal monthly installments in the amount of \$2,000.00 beginning January 1, 2019.
- The compensation paid to the Contractor under this contract as aforementioned is all inclusive and shall be in complete satisfaction for all hours worked, services rendered, and expenses incurred by Contractor for conducting four (4) PARB board meetings a month during the term of this Contract, including but not limited to, telephone charges, copying and postage expenses, facsimile charges, secretarial services, insurance, travel and subsistence expenses, and such other expenses as may be incurred by Contractor. Contractor understands and agrees that the sum paid pursuant to this contract is all-inclusive and he or she waives any hourly expense claim.
- Contractor shall be responsible for all applicable taxes, including any federal, state, and municipal taxes, assessed against Contractor arising from the services rendered under this contract.
- Contractor shall submit monthly invoices by the 5<sup>th</sup> working day of each month.

- **Statement of Work**

- Contractor shall provide the services for an average of twenty (20) hours per week performing the duties of the Tulsa County PARB Clerk. Duties shall include:
  - Conduct in person PARB board meetings for four (4) PARB boards on a monthly basis.
  - Reserve meeting space for each PARB meeting.
  - Determine what files should be reviewed each month and assign to the appropriate PARB board.
  - Gather all court records from the Court Clerk make copies as needed and distribute them to the appropriate PARB board.
  - Make copies of the PARB board reports and file with the court parties to the case.
  - Compile end of the year reports from each PARB board and submit them to the County Clerk and OCCY.
  - Provide assistance and training to the PARB boards as needed.
  - Recruit new board members as needed.
  - Record volunteer hours and any necessary statistical information required by OCCY including, but not limited to, annual reports and quarterly reports.
- Contractor provided services pursuant to this contract shall meet the following requirements:
  - Contractor shall protect confidential information.
  - Contractor shall abide by all applicable Client Policies and State laws.

- **Employment or Partnership not Intended or Created**

In the performance of services pursuant to this Contract, it is mutually understood and agreed that the Contractor performing services under this Contract is at all times acting and performing as an independent Contractor practicing his/her profession. The Contractor shall not be considered an employee of the State of Oklahoma, the Juvenile Bureau or the District Court for any purposes and according shall not be eligible for rights or benefits accruing to state employees, and county employees including but not limited to Workers' Compensation, medical or dental insurance, paid leave, or retirement benefits. Nothing in this Contract is intended, or shall be deemed, to constitute a partnership or joint venture between Contractor and the Client.

- **Termination of Contract**

- This Contract shall terminate on the death or disability of Contractor or, for cause, upon ten (10) days written notice to Contractor by the Client or Contractor to Client.
- Cause for termination includes but is not limited to:
  - Any violation of any term of this Contract by Contractor or Client;

- Failure of the Contractor to abide by all reasonable orders of a court of competent jurisdiction;
    - The occurrence of an event that would render Contractor incapable of performing under the Contract, such as a salaried employment or election to office.
  - Additionally, either party can terminate this Contract without cause by providing thirty (30) days written notice to the other party. The Contractor shall assist in the orderly and timely transfer of duties as directed by the Client.
  - Upon termination of this Contract, the final monthly installment payment shall be prorated and payment reduced in proportion to the number of days in the month occurring after the termination date, and no further monthly installment payments shall be payable by the Client.
- **Contracts Subject to Public Disclosure**  
 Unless otherwise specified in the Open Records Act or other applicable law, this Contract is subject to disclosure. Contractor claiming any portion of his/her contract as proprietary or confidential must specifically identify what documents or portions of documents he/she considers confidential and identify applicable law supporting his/her claim of confidentiality. The Client shall make the final decision as to whether the documentation or information is confidential.
  - **Governing Law and Choice of Forum**  
 The laws of the State of Oklahoma shall govern this Contract. All disputes arising out of this Contract shall be brought in the appropriate state district court in the State of Oklahoma.
  - **Contract as Entire Agreement**  
 This Contract, including all attachments, constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Contract, and this Contract shall supersede all previous or contemporaneous communications, representations, or agreement, either oral or written, between the parties.
  - **Modification of Contract**  
 No modification of this Contract is binding on either party unless the modification is in writing, approved by the Client, and signed by the parties.
  - **Waiver & Enforcement**  
 The failure of either party to enforce any provision of the Contract, or waiver by one party of a breach of any provision of this Contract by the other does not constitute a waiver of any other provision or a later breach of the same provision, and shall not operate or be



construed as a continuing waiver. All remedies afforded by this Contract shall be taken and construed as cumulative and in addition to every other remedy provided by law.

- **Severability**

The provisions of this Contract are severable. If any provision of this Contract, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Contract shall nevertheless remain in full force and effect.

- **Copies of Contract**

This Contract may be executed in counterparts. Each counterpart will be considered an original and together they constitute one agreement.

**IN WITNESS WHEREOF** the undersigned have executed this Contract:

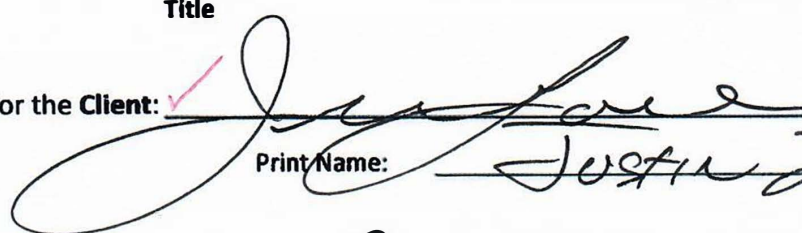
For the **BOCC Chair**: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Title

For the **Client**: ✓

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Print Name: Justin Jones

\_\_\_\_\_ Director Date: 1/7/19

Title

For the **Contractor**:

\_\_\_\_\_ 

Print Name: Kimberly Rebsamer

\_\_\_\_\_ PARB clerk Date: 1/6/19

Title

Approved as to form:

Nolan M. Fields IV 2-13-19

Asst. District Attorney