

FY 2024-2025 AGREEMENT

This **FY 2024-2025 Agreement** (“**Agreement**”) by and between **The City of Oklahoma City**, a municipal corporation organized pursuant to the Constitution of the State of Oklahoma, (hereinafter referred to as “**Oklahoma City**”) and **Legal Aid Services of Oklahoma, Inc.**, a private, non-profit corporation chartered in the State of Oklahoma having its principal office at Suite 500, 2915 Classen Boulevard, Oklahoma City, Oklahoma 73106 (hereinafter referred to as “**LEGAL AID**”).

WITNESSETH:

WHEREAS, Legal Aid Services of Oklahoma, Inc. proposes to provide legal services to eligible clients charged in Oklahoma City Municipal Court during FY 2024-2025; and

WHEREAS, Legal Aid Services of Oklahoma, Inc. is a private non-profit corporate body authorized by State Law; and

WHEREAS, The City of Oklahoma City deems it desirable to enter into this Agreement with Legal Aid Services of Oklahoma, Inc. as the agency for providing legal representation to eligible clients as more specifically described herein; and

WHEREAS, Legal Aid is desirous of having the City of Oklahoma City provide City-owned desktop telephones, City-owned desktop computers, and software and licensing for the provision of services set forth in the **Agreement** in accordance with this **Agreement** and Oklahoma City protocols, permissions, restrictions, and requirements; and

NOW THEREFORE, effective July 1, 2024, The City of Oklahoma City and Legal Aid Services of Oklahoma, Inc. agree as follows:

1. PURPOSE AND GENERAL SCOPE OF AGREEMENT

A. The purpose of the **Agreement** is for **LEGAL AID** to provide competent legal representation and services to:

1. **all adults** who are **eligible clients**, as defined below, charged with Jury Division offenses(s) and/or violation(s) of the Oklahoma City Municipal Code carrying the potential penalty of incarceration (hereinafter “**Municipal Charge**”) including any

related municipal offense(s) and/or violation(s) (“**Related Charge**”) by the same **eligible client** during the same incident; and

2. **all adults** who are **eligible clients**, as defined below, charged with offenses(s) and/or violation(s) of the Oklahoma City Municipal Code, not carrying the potential penalty of incarceration if and as requested by an Oklahoma City Municipal Court Judge (hereinafter “**Assigned Municipal Charge**”) including any related municipal offense(s) and/or violation(s) (“**Related Charge**”) by the same eligible client during the same incident; and
3. **all juveniles** charged with non-traffic offense(s) and/or violation(s) of the Oklahoma City Municipal Code (hereinafter “**Juvenile Charge**”) including any related municipal offense(s) and/or violation(s) (“**Related Charge**”) by the same **eligible client** during the same incident.

B. Defendant as used in this Agreement is any person subject to a **Municipal Charge** or **Juvenile Charge**.

C. LEGAL AID will interview every adult **defendant** requesting representation and will timely and accurately complete the intake interview forms and document the determination as to whether the adult **defendant** is an **eligible client**, as defined below. **LEGAL AID** will promptly notify the defendant of whether the defendant is determined to be an eligible client.

D. LEGAL AID will accept every juvenile **defendant**, under the age of 18 at the time of incident, assigned by an Oklahoma City Municipal Judge, as defined below, as an **eligible client**.

2. CLIENT ELIGIBILITY

LEGAL AID must timely and accurately collect and preserve documentation demonstrating an **eligible client** during **defendant** intake interview or subsequently during follow up consultations with the client.

A. Adult Defendants:

1. **Eligible clients** are those adults charged with a **Municipal Charge** who meet all of the following:
 - a. **LEGAL AID** must demonstrate and document client eligibility in accordance with **Attachment “A,”** which is incorporated herein by reference. Any subsequent revision to **Attachment “A”** must be **submitted to** and **approved by** the Oklahoma City

Municipal Court Administration Director or their designee (“**Director**”) in writing prior to implementation by **LEGAL AID**.

b. LEGAL AID must also demonstrate and document the financial eligibility of each client eighteen years of age or over by completing the financial eligibility information form in **Attachment “B.”**

c. LEGAL AID must also demonstrate and document its engagement by an eligible client through an attorney-client signed **Representation Agreement** as set forth in **Attachment “C,”** which is incorporated herein by reference.

d. LEGAL AID must create and maintain a file from which **LEGAL AID** can demonstrate, at the time of intake interview, whether **LEGAL AID** has a conflict between representing an otherwise **eligible client** and representing another **client**.

2. In addition, eligible clients also include all those adult **defendants** charged with offenses(s) and/or violation(s) of the Oklahoma City Municipal Code, not carrying the potential penalty of incarceration if and as requested by an Oklahoma City Municipal Court Judge (“**Assigned Municipal Judge**”) including any **Related Charges** by the same **defendant** during the same incident. In addition:

a. LEGAL AID must demonstrate and document such client eligibility related to Municipal Charge through a written order prepared by **LEGAL AID** and signed by an **Assigned Municipal Judge**.

b. LEGAL AID must also demonstrate and document the financial eligibility of each client eighteen years of age or over by completing the financial eligibility information form in **Attachment “B.”**

c. LEGAL AID must also demonstrate and document engagement by an eligible client through an attorney-client signed **Representation Agreement** as set forth in **Attachment “C,”** which is incorporated herein by reference.

d. LEGAL AID must create and maintain a file from which **LEGAL AID** can demonstrate, at the time of intake interview, whether **LEGAL AID** has a conflict between representing an otherwise **eligible client** and representing another **client**.

B. Juvenile Defendant:

1. Eligible clients are those juveniles charged with a **Juvenile Charge** who meet all of the following juvenile **defendants**:

a. Charged with a Juvenile Charge whose representation by **LEGAL AID** was requested by an Oklahoma City Municipal Court Judge (“Assigned Municipal Judge”) and **Related Charges** to the same **defendant** during the same incident. **LEGAL AID** must demonstrate and document such eligible client through a written order prepared by **LEGAL AID** and signed by the **Assigned Municipal Judge**.

b. **LEGAL AID** must also demonstrate and document engagement by an eligible client through an attorney-client signed **Representation Agreement** as set forth in **Attachment “C,”** which is incorporated herein by reference.

c. **LEGAL AID** must create and maintain a file from which **LEGAL AID** can demonstrate, at the time of intake interview, whether **LEGAL AID** has a conflict between representing an otherwise **eligible client** and representing another **client**.

C. Should **LEGAL AID** collect information from an adult **defendant**, subject to a **Municipal Charge**, who is requesting **LEGAL AID** services and representation and should **LEGAL AID** timely and accurately complete the documentation provided in **Subsection A (1)** above demonstrating **LEGAL AID’s** determination, demonstration and documentation that an adult **defendant** is an **eligible client** for representation under this **Agreement**, but subsequent to completion of the intake process **LEGAL AID** determines that such a **defendant** is not an **eligible client** or that **LEGAL AID** may not represent such **defendant** for one of the following reasons:

1. **Defendant** who has a **Municipal Charge** that qualifies for service under **Section A (1)** of this **Agreement**, but **LEGAL AID** later learns from subsequently received, and provides to the **Director**, information or documentation that the **defendant** does not financially qualify, or

2. **Defendant** who has a **Municipal Charge** that qualifies for service under **Section A (1)** of this **Agreement**, but **LEGAL AID** later learns from subsequently received, and provides to the **Director**, information or documentation that **LEGAL AID** is already representing an **eligible client** who is a co-defendant in the case, or

3. **Defendant** who has a **Municipal Charge** that qualifies but **defendant** decides the **defendant** does not want **LEGAL AID** representation, then **LEGAL AID** will document how **LEGAL AID** subsequently determined that the defendant may not be represented for one of the reasons specifically stated in Subsection C. (1), (2) or (3) above. Nothing herein shall relieve **LEGAL AID** of providing documentation or exercising due diligence as part

of the intake process, to determine from the **defendant, defendant's** records, Oklahoma City records, **LEGAL AID** records or other available reliable source whether the requirement of Subsection C. (1), (2) and (3) apply to prevent, terminate or waive representation by **LEGAL AID**.

3. SERVICES TO BE PROVIDED

A. LEGAL AID attorneys must provide all **eligible clients** with competent legal representation on **Municipal Charge, Assigned Municipal Charge and Juvenile Charge** including any **Related Charge, including but not limited to the following:**

1. **LEGAL AID** attorneys must provide **eligible clients** with an informed understanding of the **eligible client's** legal rights and obligations and explain their practical implications.
2. **LEGAL AID** attorneys must zealously assert the **eligible client's** position under the rules of the adversary system.
3. **LEGAL AID** attorneys must seek a result advantageous to the **eligible client** but consistent with requirement of honest dealing with others.
4. **LEGAL AID** attorneys must thoroughly examine an **eligible client's** legal affairs and report their analysis and recommendation about them to the **eligible client**.
5. In all professional functions, **LEGAL AID** attorneys must be competent, prompt and diligent and should maintain regular communications with each **eligible client** concerning the representation.
6. **LEGAL AID** attorneys must keep in confidence information relating to representation of an **eligible client** except so far as disclosure is required or permitted by the **Rules of Professional Conduct** or other applicable law.
7. **LEGAL AID** attorneys must conform to the requirements of the law in professional service to **eligible clients**.
8. **LEGAL AID** attorneys must use the law's procedures only for legitimate purposes and not to harass or intimidate others.
9. **LEGAL AID** attorneys must demonstrate respect for the legal system and for those who serve it, including judges, other lawyers and public officials.
10. While it is **LEGAL AID** attorneys' duty, when necessary, to challenge the rectitude of official action, it is also **LEGAL AID** attorneys' duty to uphold the legal process.

11. **LEGAL AID** must timely request and review or digitally access and review arrest reports, **Municipal Charge, Assigned Municipal Charge and Juvenile Charge** including any **Related Charge** to determine whether any otherwise **eligible client** has co-defendants that would impact **LEGAL AID's** ability to represent an otherwise **eligible client**.

B. The quality of representation of clients by **LEGAL AID** must comply with the **Rules of Professional Conduct of the Oklahoma Bar Association** and the **American Bar Association Standard for Criminal Justice No. 5-5.3**, which is attached hereto as Attachment **"D"**, which is incorporated herein by reference.

C. In addition, **LEGAL AID** will use its best efforts to interview:

1. all **eligible clients** within a reasonable time, and
2. all incarcerated **eligible clients** in a county jail in the State of Oklahoma as soon as practicable, and
3. all eligible clients requested by an Assigned Municipal Judge as soon as practicable.

D. Further **LEGAL AID** must timely perform: an intake interview of the **defendant**, verification of defendant provided information, an evaluation of **Municipal Charge, Assigned Municipal Charge, and Juvenile Charge** including any **Related Charges**, legal research, consultation(s) with **eligible client** to discuss and recommend legal options, alternatives and potential consequences, authorized plea bargaining and plea negotiation, and all pre-trial hearings, trial, and appeal representation of **eligible clients** on **Municipal Charge, Assigned Municipal Charge and Juvenile Charge** including any **Related Charge**.

E. Further, **LEGAL AID** must timely respond to all letters, inquiries and communications and requests by **eligible clients** regarding legal issues related to **Municipal Charges, Assigned Municipal Charge and Juvenile Charge** including any **Related Charges**.

F. **LEGAL AID** must use its best efforts to reduce the pretrial detention of **eligible clients** through efficiently and timely representation, motions and legal processes.

G. **LEGAL AID** will have readily available during all "business hours" interpreters and translators, in person or via telephonic communications, fluent in the **eligible client's** native language to assist **defendants** (pending and to determine eligibility) and **eligible clients** in communications with **LEGAL AID** attorneys in performance of **LEGAL AID's** and **LEGAL AID** attorney duties under this **Agreement** (including but not limited to: **defendant** and **eligible client** intakes, **eligible client** and witness interviews, attorney-client conferences and

communication) and as required by the **Rules of Professional Conduct** established by the Oklahoma Bar Association to these **defendants** and **eligible clients**. In addition, **LEGAL AID** must establish and maintain resources to have interpreters and translators reasonably available during business hours, in person or by telephonic communication in such other languages as may be necessary to similarly perform the legal services in this **Agreement** (including but not limited to: **defendant** and **eligible client** intakes, client and witness interviews, attorney-client conferences and communication) and as required by the **Rules of Professional Conduct** established by the **Oklahoma Bar Association**. As used in this **Agreement** business hours are 8 AM CST to 5 PM CST Monday through Friday, inclusive, except holidays recognized by the City Council of **Oklahoma City**. **LEGAL AID** is solely responsible for contracting with interpreters at its own cost and expense and will not be separately compensated, paid or reimbursed by **Oklahoma City** or the **defendant** or the **eligible client** for such costs.

H. **LEGAL AID** will fully implement and comply with **LEGAL AID's** Limited English Proficiency Access Policy. A copy of **LEGAL AID's** Limited English Proficiency Access Policy is attached hereto as **Attachment "G."**

4. SPECIAL CONDITIONS

A. **LEGAL AID** understands that **LEGAL AID** and **LEGAL AID** attorneys must comply with applicable terms, provisions, and conditions of Oklahoma City ordinances, policies and procedures and State and Federal Law, as the same may be amended from time to time, and any rules and regulations lawfully promulgated thereunder.

B. **LEGAL AID** must track and document each **eligible client** and each **Municipal Charge, Assigned Municipal Charge** and **Juvenile Charge** including any **Related Charges** in accordance with the requirements of the **Director**. Documentation must accompany every monthly invoice as a condition of payment of the monthly invoice. Such documentation must include at least the following:

1. the name of the **eligible client**,
2. the date of the **eligible client's** intake interview,
3. delineation of the **Municipal Charge, Juvenile Charge** and **Related Charges**,
4. whether the **eligible client** was assigned by an **Assigned Municipal Judge** (and if so which judge),

5. municipal court(s) in which the **eligible client** made or will make appearance(s),
6. who represented the **eligible client**,
7. whether the **eligible client** was incarcerated in a county jail in the State of Oklahoma, or a state or federal penal institution, and
8. such other information as may be requested or required by the **Director**.

C. LEGAL AID must timely complete and timely submit each **Monthly Management Report** in the format shown on **Attachment “E.”** Such **Monthly Management Report** must be submitted by the 10th of each month to the **Director** or as may be designated by the **Director**. **LEGAL AID** must create and maintain records to demonstrate and document the information in the **Monthly Management Report** for a period of five (5) years after the close of the fiscal year in which the **Monthly Management Report** was issued.

D. LEGAL AID must also timely compile and timely submit **Monthly Client and Caseload Reports**. Such **Monthly Client and Caseload Reports** must be submitted by the 10th of each month to the **Director** or as may be designated by the **Director**. **LEGAL AID** must create and maintain records to demonstrate and document the information in the **Monthly Client and Caseload Reports** for a period of five (5) years after the close of the fiscal year in which the **Monthly Management Report** was issued. The **Monthly Client and Caseload Report** must summarize in Excel format, or such other format as approved by the **Director**, and such **Monthly Client and Caseload Report** must contain links to access the documents substantiating the following:

1. Identification of Eligible Client – the name, address and birth date of each eligible client, and
2. Documentation of Eligibility – a list of then current documents supporting the determination of the client eligibility in accordance with this Agreement, and
3. Municipal Charges – a list of all **Municipal Charges, Assigned Municipal Charges and Juvenile Charges** including any Related Charges for each eligible client with City case numbers/citation numbers and date of each issuance, citation or arrest, and
4. Disposition – a list of the final disposition of all **Municipal Charges, Assigned Municipal Charges, and Juvenile Charges**, including any **Related Charges** by **eligible client** with City case numbers/citation numbers, and date of the determination or resolution

of each **Municipal Charge, Assigned Municipal Charge, and Juvenile Charge**, including any **Related Charge**.

E. The **Director** has the right to audit and to copy any such **LEGAL AID** records related to this **Agreement** or any record or report required herein at any time during the term of this **Agreement** or any record or report required herein at any time during the term of this **Agreement** and also for five years after termination or expiration of this **Agreement**. **LEGAL AID** will make records available for audit or review within two (2) business days of request and will provide copies of requested records within five (5) business days of request. The Executive Director of **LEGAL AID** will include a certification of the accuracy of any records requested by the **Director** with any records provided hereunder.

F. **LEGAL AID** will provide **Oklahoma City** and the **Director** access to view and copy any books, documents, papers and records including **defendant** financial eligibility data as reflected on **LEGAL AID's** **defendant** intake interview sheets for purpose of audit and examination to determine compliance with this **Agreement** and applicable laws. However, **Oklahoma City** shall not have access to attorney-work product, or any information protected by the attorney-client privilege less and except for defendant financial eligibility compliance documentation and confirmation.

G. **LEGAL AID** must comply with the Equal Employment Opportunity Act and shall not discriminate in employment or the provision of services on the basis of race, color, religion, creed, national origin, sex, sexual orientation, gender, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, as amended. **LEGAL AID** shall execute and attach the Certificate of Non-Discrimination, attached hereto as **Attachment "F,"** incorporated herein by reference and the Oklahoma Rules of Professional Conduct for lawyers, as adopted and amended from time to time by the Oklahoma Supreme Court.

H. **LEGAL AID** will notify the **Director** in writing at least three (3) business days prior to any hearing of the need for an interpreter or translator at the hearing. After timely receiving such written notice, **Oklahoma City** will be responsible for scheduling and paying court-certified interpreters for courtroom hearing only.

I. Nothing in this **Agreement** shall be interpreted to hinder the staff of **LEGAL AID** from exercising professional discretion in the representation of **eligible clients**, nor shall any clause be interpreted in a manner which would conflict with the **Oklahoma Rules of Professional**

Conduct for Lawyers, as adopted and amended from time to time by the Oklahoma Supreme Court.

J. LEGAL AID will provide legal representation under this **Agreement** and shall maintain a staff of at least:

1. Three (3) attorney positions for services to eligible clients in Oklahoma City Municipal Court, and
2. One-half (1/2) attorney position for services to eligible clients in Oklahoma City Juvenile Court, and
3. One legal secretary
4. One part-time secretary/support staff, bi-lingual preferred

K. LEGAL AID must continuously meet the requirements of this **Agreement**. **LEGAL AID** must at all times have a legal secretary and/or an attorney in its offices during business hours. If no attorney is available, the legal secretary must have authority to set an appointment between the **defendant** and an attorney at a time convenient to the **defendant**.

5. TIME OF PERFORMANCE

The term of this **Agreement** will be effective for all **defendants** who are or are subsequently determined to be an eligible client as defined herein, for a **Municipal Charge**, **Assigned Municipal Charge**, or **Juvenile Charge** filed through June 30, 2025, also including any **Related Charge**, regardless of when services or motions or hearings or trials or appeals are held. This **Agreement** may be renewed for subsequent additional fiscal years upon the mutual written agreement of the parties.

6. CONSIDERATION

A. LEGAL AID will be paid for legal services provided in accordance with this **Agreement** as follows:

1. Upon receipt by the Director of **Monthly Management Report** and **Monthly Client and Caseload Report** and an invoice for the prior month, **Oklahoma City** will pay to **LEGAL AID** the sum of \$45,814 per month for legal representation and services to **eligible clients** provided or to be provided for all **Municipal Charges**, **Juvenile Charges**, and **Related Charges** filed during the prior month **regardless of when services or motions or hearings or trials or appeals are held**.

2. All compensation by **Oklahoma City** to **LEGAL AID** may not exceed five hundred forty-nine thousand, seven hundred and sixty-eight dollars (\$549,768.) under this **Agreement**.

3. No additional payment or compensation will be requested by **LEGAL AID** or paid to **LEGAL AID** regardless of when any or all cases and charges of an **eligible client** are finally closed, adjudicated or otherwise settled or resolved.

4. **LEGAL AID** will not be compensated or paid for services to defendants deemed ineligible.

5. **LEGAL AID** will not be compensated or paid for overhead, expenses or other costs in addition to the amounts in sections 1 and 2.

6. The not to exceed payments shall not relieve **LEGAL AID** of its responsibilities and duties under this **Agreement** to provide professional legal representation to all eligible clients and provision of any such professional legal representation in excess of the total payment shall not create a carryover or a claim for payment against or in any future or subsequent fiscal years or **Agreement** renewal terms for such eligible client/incident or any services or any hearings or trials, or continuance thereof, related thereto.

7. **LEGAL AID must schedule and attend a meeting no later than January 15, 2025 to review past performance, discuss full performance under the Agreement, and discuss any program or contract changes LEGAL AID or the Director may request for the next fiscal year should this Agreement be renewed or should Oklahoma City approve a new contract with LEGAL AID for subsequent fiscal year.**

7. AGREEMENT DOCUMENTS

The parties hereto agree and understand that all **Attachments** are incorporated herein by reference and made a part of this **Agreement** as if fully set forth herein.

8. EXECUTION OF THE AGREEMENT

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed to be an original.

9. ANTI-COLLUSION AFFIDAVIT

LEGAL AID has executed and attached the Anti/Non-Collusion Affidavit, which is incorporated herein by reference as **Attachment “H.”**

10. INDEMNIFICATION, INSURANCE AND STATUS OF LEGAL AID

A. **LEGAL AID** agrees to release, defend, indemnify, and save harmless, **Oklahoma City**, and its officers and employees, from and against all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, arising from **LEGAL AID’s** performance or non-performance of this **AGREEMENT**.

B. **LEGAL AID** must maintain insurance sufficient to protect **Oklahoma City**, and its officers and employees, from all liability for negligent acts, contractual liabilities, acts and omission of **LEGAL AID**. Such insurance shall include but not be limited to general liability, and Workers’ Compensation Insurance. Certification of Insurance shall be provided to **Oklahoma City**, naming the City of Oklahoma City as additional insured on each such policy. Such Certificate of Insurance shall be attached as **Attachment “I.”** The limits of general liability for **Oklahoma City’s** protection shall be no less than \$25,000.00 for property damages, and \$175,000.00 for personal injury, including death, arising out of any single incident, and \$1,000,000.00 for any number of claims arising out of a single incident. No such insurance shall be cancelled, non-renewed, or changed in amounts of coverage without thirty (30) days prior written notice to **Oklahoma City**.

C. It is expressly acknowledged that all attorneys, support staff and any other persons required to fulfill the objectives of this **Agreement** by **LEGAL AID** are employees of **LEGAL AID**. The parties agree that **LEGAL AID** and its employees and agents are independent contractors and not employees or agents of **Oklahoma City**.

11. TERMINATION OF AGREEMENT

Either party may, by sixty (60) days prior written notice to the other party, terminate this **Agreement** without cause.

12. NOTICE

Notices or other communications to **Oklahoma City** pursuant to the provisions hereof shall be sufficient if sent by mail or electronic mail with return receipt addressed to:

Municipal Court Administrator
The City of Oklahoma City
701 Couch Drive
Oklahoma City, OK 73102
405-297-2673

City Clerk
The City of Oklahoma City
200 N. Walker Avenue, 2nd Floor
Oklahoma City, OK 73102
405-297-2391

and

Purchasing Agent
The City of Oklahoma City
100 N. Walker Avenue, 2nd Floor
Oklahoma City, OK 73102
405-297-2741

Notices or other communications to **LEGAL AID** pursuant to the provisions hereof shall be sufficient if sent by mail or electronic with return receipt addressed to:

Michael G. Figgins, Executive Director
Legal Aid Services of Oklahoma, Inc.
2915 N. Classen Boulevard, Suite 500
Oklahoma City, OK 73106
405-488-6768

or to such representative addresses as the parties may subsequently designate in writing from time to time.

13. WHOLE AGREEMENT

This **Agreement** contains the complete agreement between the parties hereto.

14. ASSIGNMENT

Inasmuch as this **Agreement** is a professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise to provide professional and personal services, the parties agree that **LEGAL AID** may not assign its obligations, rights or interest in this **Agreement** except by prior written approval of **Oklahoma City**.

15. SEVERABILITY

In the event that any provision, clause, portion or section of this **Agreement** is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this **Agreement**.

16. AMENDMENTS

This **Agreement** may be modified only by a written amendment of subsequent date hereto, approved by **Oklahoma City** and **LEGAL AID**.

17. DESCRIPTIVE HEADINGS

The descriptive headings of the sections of this **Agreement** are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this **Agreement**.

18. CONSTRUCTION AND ENFORCEMENT

This **Agreement** shall be construed and enforced in accordance with the laws of the State of Oklahoma.

19. VENUE OF ACTIONS

The parties agree that if any legal action is brought pursuant to this **Agreement**, such action shall be instituted in the State District Court of Oklahoma County.

20. EFFECTIVE DATE

The effective date of this **Agreement** shall be the date of execution of this **Agreement** by **Oklahoma City** retroactively to July 1, 2024.

21. NO WAIVER

No waiver or modification of any provision of this **Agreement** or of any covenant, conditions or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of waiver or modifications shall be received in evidence of any proceedings or litigation between the parties hereunder, unless such waiver or modification

is in writing, duly executed as aforesaid. The parties further agree that the provisions of this section may not be waived except as herein set forth.

22. BREACH

A breach of any provision of this **Agreement** shall be deemed a breach of the entire **Agreement**. Failure of **Oklahoma City** to subsequently terminate this **Agreement** for breach shall not waive the rights or authority of **Oklahoma City** to terminate this **Agreement** for such breach or any subsequent breach.

23. COMPUTERS, SOFTWARE, AND LICENSES

A. **LEGAL AID** is desirous of having **Oklahoma City** provide City-owned desktop computers, and software and licensing for the provision of services set forth in this **Agreement** in accordance with **Oklahoma City** protocols, permissions, restrictions, and requirements more particularly described on **Attachment “J” (Use and Security Requirements)**, and any amendments or additions thereto provided by **Oklahoma City** to **LEGAL AID**.

B. **Oklahoma City** will provide City-owned desktop computers and operating software and licenses as more fully described on **Attachment “K” (Equipment, Software and Licenses)**, attached hereto and incorporated herein by reference, to **LEGAL AID** solely for providing the services as set forth in this **Agreement**.

C. **LEGAL AID** is solely responsible for replacement cost of any lost, stolen or damaged City-owned desktop computers, and any resulting operating software and licensing costs, at the then established cost to **Oklahoma City**.

D. All existing and subsequently engaged employees and others with access or use of City-owned desktop computers and operating software and licenses must sign an agreement to comply with all Use and Security Requirements (“**Compliance Agreement**”) attached as **Attachment “L,”** attached hereto and incorporated herein by reference, and any amended, supplemental or subsequent form provided to **LEGAL AID** by **Oklahoma City**.

E. **LEGAL AID** will require all employees and others with access to or use of City-owned desktop computers, software and licenses to: (1) comply with all Use and Security Requirements, (2) comply with the **Compliance Agreement** and (3) use City-owned desktop computers, software and licenses solely for providing the services as set forth in this **Agreement**.

F. Should an employee or any other person using or having access to City-owned desktop computers and operating software and licenses fail to comply with the Use and Security Requirements or the **Compliance Agreement** and any amendment or addition thereto provided by **Oklahoma City** to **LEGAL AID**, then **Oklahoma City** may, at the sole option, have the **Oklahoma City** Information Technology **Director** or his designee: (1) terminate use and/or access to City-owned desktop computers, software and /or licenses, and/or (2) reclaim possession of the City-owned desktop computers, without reimbursement or credit to **LEGAL AID** for payments made or due to **Oklahoma City**.

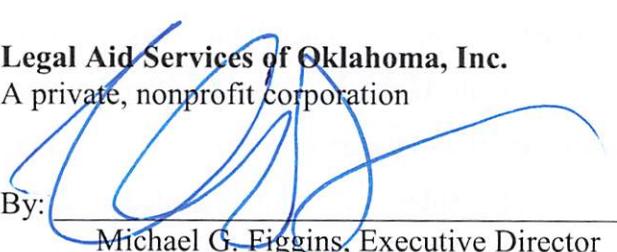
G. Failure of **LEGAL AID** to supervise its employees or any other person using or having access to City-owned desktop computers, operating software and/or licenses or to enforce compliance with the Use and Security Requirements or the **Compliance Agreement**, and any amendment or addition thereto provided by **Oklahoma City** to **LEGAL AID**, will be deemed a breach of this **Agreement**.

H. Oklahoma City will deduct from compensation due **LEGAL AID** the cost of such City-owned desktop computers and operating software and licenses as set forth on **Attachment "M"** ("**Schedule of Reimbursement**"), attached hereto and incorporated herein by reference

I. **Within thirty (30) calendar days following termination or expiration of this Agreement, LEGAL AID will return to the Director physical possession of all City-owned desktop computers, and software.** It shall be the responsibility of **LEGAL AID** to transfer and save any files less and except that all City software and computer operating systems must remain unmodified and operational on the City-owned desktop computers.

APPROVED by Legal Aid Services of Oklahoma, Inc. this 25 day of June, 2024.

Legal Aid Services of Oklahoma, Inc.
A private, nonprofit corporation

By: 

Michael G. Figgins, Executive Director

(Attach Power of Attorney authorizing
Director to sign and bind **LEGAL AID**)

APPROVED by the City of Oklahoma City this 30TH day of JULY, 2024.

ATTEST:

Amy K Simpson
City Clerk



David Holt
Mayor

Reviewed for form and legality.

Sherru Katz
Assistant Municipal Counselor

Attachment “A”

CLIENT ELIGIBILITY DOCUMENTATION

In addition to other requirements in this agreement, to be eligible, the client’s household income in dollars per year must be equal to or less than the highlighted column below.

2024 Poverty Guidelines: 48 Contiguous States (all states except Alaska and Hawaii)

Dollars Per Year

Household/ Family Size	50%	75%	100%	125%	130%	133%	135%	138%	150%	175%	180%	185%
1	7,530.00	11,295.00	15,060.00	18,825.00	19,578.00	20,029.80	20,331.00	20,782.80	22,590.00	26,355.00	27,108.00	27,861.00
2	10,220.00	15,330.00	20,440.00	25,550.00	26,572.00	27,185.20	27,594.00	28,207.20	30,660.00	35,770.00	36,792.00	37,814.00
3	12,910.00	19,365.00	25,820.00	32,275.00	33,566.00	34,340.60	34,857.00	35,631.60	38,730.00	45,185.00	46,476.00	47,767.00
4	15,600.00	23,400.00	31,200.00	39,000.00	40,560.00	41,496.00	42,120.00	43,056.00	46,800.00	54,600.00	56,160.00	57,720.00
5	18,290.00	27,435.00	36,580.00	45,725.00	47,554.00	48,651.40	49,383.00	50,480.40	54,870.00	64,015.00	65,844.00	67,673.00
6	20,980.00	31,470.00	41,960.00	52,450.00	54,548.00	55,806.80	56,646.00	57,904.80	62,940.00	73,430.00	75,528.00	77,626.00
7	23,670.00	35,505.00	47,340.00	59,175.00	61,542.00	62,962.20	63,909.00	65,329.20	71,010.00	82,845.00	85,212.00	87,579.00
8	26,360.00	39,540.00	52,720.00	65,900.00	68,536.00	70,117.60	71,172.00	72,753.60	79,080.00	92,260.00	94,896.00	97,532.00
9	29,050.00	43,575.00	58,100.00	72,625.00	75,530.00	77,273.00	78,435.00	80,178.00	87,150.00	101,675.00	104,580.00	107,485.00
10	31,740.00	47,610.00	63,480.00	79,350.00	82,524.00	84,428.40	85,698.00	87,602.40	95,220.00	111,090.00	114,264.00	117,438.00
11	34,430.00	51,645.00	68,860.00	86,075.00	89,518.00	91,583.80	92,961.00	95,026.80	103,290.00	120,505.00	123,948.00	127,391.00
12	37,120.00	55,680.00	74,240.00	92,800.00	96,512.00	98,739.20	100,224.00	102,451.20	111,360.00	129,920.00	133,632.00	137,344.00
13	39,810.00	59,715.00	79,620.00	99,525.00	103,506.00	105,894.60	107,487.00	109,875.60	119,430.00	139,335.00	143,316.00	147,297.00
14	42,500.00	63,750.00	85,000.00	106,250.00	110,500.00	113,050.00	114,750.00	117,300.00	127,500.00	148,750.00	153,000.00	157,250.00

Source: U.S. Department of Health and Human Services, Office of the Assistant Secretary for Planning and Evaluation.

Attachment "B"
CLIENT FINANCIAL ELIGIBILITY FORM

IN THE MUNICIPAL COURT OF OKLAHOMA
STATE OF OKLAHOMA

CITY OF OKLAHOMA CITY,)
 PLAINTIFF,) Case No. _____
 VS)
 _____)
 DEFENDANT.)

PAUPER'S AFFIDAVIT
(For time pay requests)

WARNING: Furnishing false information to the court could result in a fine up to \$500.00 and/or up to 90 days in the City Jail.

Name _____ Phone _____

Social Security Number _____ - _____ - _____

Address _____
 Street Apt.# City State Zip

Home: Rent () Own () Monthly Amount: _____

Date of Birth _____ Occupation: _____

Race: _____ Sex: _____ Height: _____ Weight: _____

Name, Address, and Telephone of Employer: _____
 Name of Company

Address City State Zip Telephone

If employed, state the amount of wages which are paid and indicate whether you are paid on a monthly, weekly or bimonthly basis:

\$ _____
 Amount Circle: Monthly Weekly Bimonthly

List other sources of income and state amounts:

Amount Source

Is your spouse employed outside the home? Yes () No ()

Name, Address, Telephone of Employer: _____
 Name of Company

Address City State Zip Telephone

If employed, state the amount of wages which are paid and indicate whether you are paid on a monthly, weekly or bimonthly basis:

\$ _____
 Amount Circle: Monthly Weekly Bimonthly

Name, Address, Telephone of **two references**:

Name Address City State Zip Telephone

Name Address City State Zip Telephone

1. Persons in household: Is person a dependent?

Spouse _____ Yes () No ()

Children _____ Yes () No ()

Others: _____ Yes () No ()

Are you claimed as a dependent by a parent or guardian? Yes () No ()

1. FINANCIAL STATUS:

A. Cash on hand \$ _____ Bank \$ _____

B. Credit Union \$ _____

Name of Bank and ~~account number~~: _____
Name Account No.

Name of Credit Union and ~~account number~~: _____
Name Account No.

Bonds, Stocks or Securities: \$ _____ Description _____

All other possessions of value, including tax refunds, notes, accounts receivable, etc.

Description: _____

B. Equity in home and other real estate: \$ _____

Real property value \$ _____

C. Amount of mortgage or rental payments \$ _____

D. Equity in vehicles: _____
Amount of Equity Make Model Year

E. Amount of monthly payments \$ _____

F. Personal property (furniture, appliances, tools, equipment, etc.)

Items Market value less indebtedness

Items Market value less indebtedness

I swear or affirm that I am without funds or other sources of income to pay the fines and cost which have been imposed by this Court and that the answers given above are true and correct to the best of my knowledge or belief.

Applicant's Signature Date

Attachment "C"
REPRESENTATION AGREEMENT

LEGAL AID SERVICES OF OKLAHOMA, INC.
Oklahoma City Court Defender Office

REPRESENTATION AGREEMENT

I, _____, want a Legal Services of Oklahoma (also called LASO) attorney to represent me on my charges in the Oklahoma City Municipal Court. I swear that I gave true answers to the questions asked to find out if a LASO attorney could represent me. I understand that all answers that are covered by the attorney-client privilege will be kept secret.

I understand that:

1. I will not have to pay attorney's fees to LASO.
2. My case will not be settled without my approval
3. I will pay all fines and court costs.
4. There is no agreement by LASO to handle an appeal if my case is lost at trial. An appeal would be a new case and would require a new agreement.
5. I must tell my LASO attorney if I move, change my telephone number, or if my income changes. LASO can withdraw from my case if I do not keep my lawyer informed on how to reach me. LASO can also withdraw from my case if my income or assets go up too much.
6. LASO receives money from the City of Oklahoma City to represent the needy. If this money is greatly reduced or taken away, LASO may have to withdraw from my case. If this happens, LASO would try to find another attorney for me.

LASO agrees to represent the client named above in his/her case in the Oklahoma City Municipal Court.

Client affirms that financial information given to determine eligibility for Legal Aid services is true and correct.

SIGNED this ___ day of _____, 20___.

CLIENT

LEGAL AID SERVICES OF OKLAHOMA, INC.
City Public Defender Office
722 N. Broadway Ave.
Suite 400
Oklahoma City, Oklahoma 73102
(405) 297-3190

Attachment "D"

OKLAHOMA BAR ASSOCIATION RULES OF PROFESSIONAL CONDUCT AND AMERICAN BAR ASSOCIATION STANDARD FOR CRIMINAL JUSTICE NO. 5- 5.3

LEGAL AID must comply with the Oklahoma Rules of Professional Conduct, and any amendment or addition thereto.

Which can be found at:

Oklahoma Statutes Title 5, Chapter 1, Appendix 3-A Oklahoma Rules of Professional Conduct

<http://www.oscn.net/applications/oscn/DeliverDocument.asp?CiteID=448827>

The American Bar Association established standards for attorneys providing defense services. LEGAL AID must comply with American Bar Association Standard for Criminal Justice No. 5-5.3 below.

Standard 5- 5.3 Workload

(a) Neither defender organizations, assigned counsel nor contractors for services should accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation or lead to the breach of professional obligations. Special consideration should be given to the workload created by representation in capital cases.

(b) Whenever defender organizations, individual defenders, assigned counsel or contractors for services determine, in the exercise of their best professional judgment, that the acceptance of additional cases or continued representation in previously accepted cases will lead to the furnishing of representation lacking in quality or to the breach of professional obligations, the defender organization, individual defender, assigned counsel or contractor for services must take such steps as may be appropriate to reduce their pending or projected caseloads, including the refusal of further appointments. Courts should not require individuals or programs to accept caseloads that will lead to the furnishing of representation lacking in quality or to the breach of professional obligations.

Which can also be found at:

https://www.americanbar.org/groups/criminal_justice/publications/criminal_justice_section_archive/crimjust_standards_defsvcs_blk/#5.1

**Attachment “E”
Monthly Reports Format**

Summary Page

Reporting Period – month and year

Staffing Levels during reporting period

Number of active Adult and Juvenile clients with open (active) cases at the beginning of the reporting period

Adult clients:

Number of adult client intake interviews during reporting period and year-to-date

Number of adult clients and cases accepted during reporting period and year-to-date

Number of adult clients and cases closed during the reporting period and year-to-date

Number of adult clients and open (active) cases at the end of the reporting period and year-to-date

Juvenile clients:

Number of juvenile client intake interviews during reporting period and year-to-date

Number of juvenile clients and cases accepted during reporting period and year-to-date

Number of juvenile clients and cases closed during the reporting period and year-to-date

Number of juvenile clients and open (active) cases at the end of the reporting period and year-to-date

Summary Report by Attorney

Name of Attorney

Total number of clients (adult and juvenile) assigned

Total number of cases (adult and juvenile) assigned

Total number of adult and juvenile clients and cases closed during reporting period

Total number of new clients (adult and juvenile) and cases assigned during the reporting period

Total number of open client (adult and juvenile) and cases at the end of the reporting period

The following detailed reports are requested in spreadsheet format

List of Adult clients and cases opened during the reporting period:

Defendant name

Oklahoma City Municipal Court case number(s)

Date case opened

Date of Birth or Age at time of incident

Gender

Attorney assigned

List of juvenile clients and cases opened during the reporting period:

Defendant name

Oklahoma City Municipal Court case number(s)

Date case opened

Date of Birth or Age at time of incident

Gender

Attorney assigned

Adult clients and cases closed during the reporting period:

Defendant name

Oklahoma City Municipal Court case number(s)

Date case(s) closed

Attorney assigned

Date of Birth or Age at time of incident

Gender

Juvenile clients and cases closed during the reporting period:

Defendant name

Oklahoma City Municipal Court case number(s)

Date case(s) closed

Attorney assigned

Date of Birth or Age at time of incident

Gender

Attachment "G"

LEGAL AID SERVICES OF OKLAHOMA, INC. LIMITED ENGLISH PROFICIENCY (LEP) ACCESS POLICY

LASO is committed to serving the needs of all low-income individuals, including those who are Limited English Proficient (LEP). LEP individuals are persons who are unable to speak, read, or write or understand the English language at a level that permits them to interact effectively with service providers.

The obligation to provide linguistically competent services flows from many sources: the Legal Services Corporation Performance Criteria, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, the Oklahoma Rules of Professional Conduct (Rule 1.4—Communication), and the LASO mission.

All interpretation (oral communication) and translation (written communication) services provided by LASO are free-of-charge to applicants and clients.

PROCEDURES

1. Determine the language needs of the applicant / client and make accommodations to provide services in the preferred language.

Screeners shall determine the applicant's preferred language. Ask the applicant to identify the applicant's preferred language. This language shall be noted in PRIME. The LASO Application Line has a Spanish-speaking option built into its automated system and has bilingual Spanish-speaking screeners on staff. For languages other than Spanish or English, the screener shall call Language Line Services to access a qualified interpreter and complete the interview or communication. If the screener cannot ascertain the preferred language, the screener shall call Language Line Services to assist in determining the preferred language.

For in-person communication (such as walk-ins), the LASO staff member shall determine the preferred language. Ask the applicant / client to identify the applicant's

preferred language. LASO staff may use the “You Have a Right to an Interpreter” poster to aid in this assessment. However, recognizing that every language is not written, or some persons may not read, this may not be a sufficient assurance. If a staff member is not confident that the preferred language has been determined, the staff member must contact Language Line Services on behalf of the applicant. Upon determining the preferred language, the services will be conducted by a LASO bilingual staff member or through a Language Line Services interpreter.

- 2. Staff must use a bilingual LASO staff member or a contract interpreter through Language Line Services. Do not use family members or friends to interpret.**

Using a family member or friend to interpret for clients compromises the assurances of confidentiality required of LASO’s services, as well as jeopardizes the attorney-client privilege. This practice can also inhibit the free flow of information between client and advocate, because the client may not feel as comfortable speaking in front of a relative or friend.

- 3. Never send documents for a client to review or sign that are not in the client’s preferred language.**

Where a translated document is not available, LASO staff member must provide a bilingual LASO staff member or a Language Line interpreter to interpret the documents for the client and to ensure that the client understands the documents.

- 4. Ensure that interpreters are provided by the courts or federal agencies. In other case-related activities (such as depositions), LASO shall provide an interpreter.**

Advocates should note that courts and administrative agencies are required by federal law to provide interpreters at no charge. However, LASO is aware that this practice is not being followed in many jurisdictions. Advocates should make a request for an

interpreter, and if the services are denied, should consult with the Director of Advocacy. LASO has had success in convening meetings with court clerks and presiding judges in various jurisdictions to increase awareness of the requirements of federal law. LASO is prepared to pursue further advocacy strategies should such meetings not achieve a reversal in the court or agency's position.

If you have any questions about this policy, please contact the Director of Advocacy or Executive Director.

ATTACHMENT "H"

ANTI/NON-COLLUSION AFFIDAVIT

State of Oklahoma)

SS.

County of Oklahoma)

The undersigned officer of the **LEGAL AID**, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the **LEGAL AID**; that the **LEGAL AID** has not, directly or indirectly, entered into any agreement, express or implied, with any other persons, firms or contractors, having for its object the controlling of the price or amount of the **Agreement**, the limiting of the services, the parceling or farming out to any other persons, firms or contractors, of any part of this **Agreement/Contract** or any part of the subject matter of the **Agreement**, or of the profits thereof.

The **LEGAL AID** further states that the **LEGAL AID** has not been a party to any collusion among other persons, firms or contractors in restraint of freedom of competition, by any agreement to contract at a fixed price or to refrain from competing; or with any city official, city employee or city agent as to the quantity, quality, or price in the prospective **Agreement**, or any other terms of the said prospective **Agreement**; or in any discussions between the **LEGAL AID** or city official, city employee or city agent concerning the exchange or money or other thing of value for special consideration in the letting of this **Agreement**. The **LEGAL AID** states that it has not paid, given or donated or agreed to pay, give or donate to any city official, officer or employee of the **Oklahoma City** or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of this **Agreement**.

Printed name of the **LEGAL AID**: Michael Figgins

Signature of executing individual: [Handwritten Signature]

Title: Executive Director

Address of the **LEGAL AID** Zip Code: 3800 N. Classen Blvd., Ste 200,

Oklahoma City, OK 73118 T: (405) 488-6768

(A.C.) Tel. Number and FAX Number

Signed and sworn to before me on this 24th day of June, 2021, by

Michael Figgins as its Executive Director.

My Commission Expires/Commission Number: _____ Notary Public [Handwritten Signature]

07/01/26 / 0201176



Attachment "J"
USE AND SECURITY REQUIREMENTS

Information Technology

Information Systems Acceptable Use Policy

City of Oklahoma City



Updated: 4/24/2018 Minor update: 7/2/2018

Review Date: Annual (July 1)

1 PURPOSE

The purpose of this policy is to define acceptable use of The City of Oklahoma City's (the City) information technology resources and expected end-user behavior to protect sensitive data, secure information technology systems, and adhere to electronic record management requirements.

2 SCOPE

This policy applies to all users of computers, network, communications systems and data controlled, owned, operated or supported by the City of Oklahoma City.

3 POLICY STATEMENT

It is the policy of the City of Oklahoma City to provide technological resources to its employees to enhance their ability to perform their job and to provide a higher level of service to all its citizens. To this end, the City will provide policies and guidelines for the acceptable use of technology resources. The City requires responsible usage of these resources and hold users accountable for inappropriate use.

4 ACCEPTABLE USE SUMMARY

Acceptable use of technology resources are those activities specific to executing each user's job duties and responsibilities consistent with the purpose, goals, and mission of the City of Oklahoma City.

Each user is responsible for ensuring that all electronic communication and files which are "created by, received by, under the authority of, or coming into the custody, control or possession of public officials, public bodies, or their representatives in connection with the transaction of public business, the expenditure of public funds or the administering of public property" as set forth in the Oklahoma Open Records Act, must be searchable for discoverability. Electronic files and documents must adhere to the Council approved *Records Retention Manual*.

5 UNACCEPTABLE USE SUMMARY

Unacceptable use can be defined generally as activities that violate Personnel Policies (specifically ARTICLE 300 CODE OF CONDUCT and ARTICLE 400 CONDITIONS IN THE WORKPLACE) and are cause for disciplinary action (SECTION 1203 - CAUSE FOR

DISCIPLINARY ACTION OR TERMINATION) or otherwise do not conform to the purpose, goals, and mission of the agency and each user's job duties and responsibilities.

The utilization and storage of electronic communications and files through unauthorized software, systems, and services with the intent to avoid accessibility and discoverability per the Open Records Act are prohibited.

6 POLICY

6.1 PERSONAL USE OF CITY-OWNED TECHNOLOGY RESOURCES

- There must be no additional cost to the City for personal use of technology resources.
- Personal use must be minimal and must not interfere with an employee's obligation to carry out their assigned duties in an effective manner.
- Use must not interfere with other employees performing their jobs or undermine the use of City resources for official purposes.
- Each user must be aware that personal use of City technology resources may not be distinguishable from business use and therefore is discoverable in open records searches.

6.2 MONITORING

To maintain technology resources security, confidentiality, accessibility and integrity, the Information Technology Department will monitor performance and security of all resources on an ongoing basis. All activity using the City's internet, email, or other technology resources may be examined at any time to ensure normal system operations and security. All electronic communication and information is subject to open records searches.

6.3 GENERAL SECURITY

Each user is responsible for all actions taken while using or accessing City systems.

1. Users should not knowingly compromise their user profile, identity, password, or system access. Sharing of passwords and or identities is prohibited (see Sign-on Passwords below).
2. The acquisition, use, storage and transmission of Personally Identifiable Information and Sensitive Data must be in accordance with The City of Oklahoma City's *Personally Identifiable Information Policy*. Temporary use of removable media or off-network (cloud) storage for purpose of meetings and file transfer is permitted. However, file copies stored temporarily outside the City network must meet Purchase Card Industry Data Security Standards (PCI DSS) and

Personal Identifying Information (PII) requirements (e.g., encryption) in accordance with The City of Oklahoma City's *Personally Identifiable Information Policy*.

Users are responsible for securing and recovering data they store in any location other than on the City network, including the local hard drive. This data and information is presumed to be temporary per #4 below.

3. Users are prohibited from installing, downloading or executing any software that has not been reviewed and approved by the Information Technology (IT) Department.
4. Final storage of City business related data and documents must reside only on the City's network storage system (which includes City file shares, SharePoint, user "My Documents" and City-authorized cloud storage – OneDrive for Business). All file shares will be authorized and secured by the department-designated contacts.
5. Mapped drives, unless required by an approved City supported application, are strictly prohibited.

6.4 EMAIL USE

1. All emails are subject to Open Records searches and disclosure. Employees shall have no expectation of privacy in anything they store, send or receive on the City's email system.

Email retention and searches are covered under the policy "*User Email, Voicemail, and File Retention Policy*".

Access to existing or former employee emails or electronically stored files for business purposes requires Department Head approval.

2. Users are prohibited from using third-party email systems such as Google, Yahoo, and Hotmail etc. to conduct City business or to store City email. Further, users are prohibited from automatically forwarding City email to any third-party email system.
3. Users are prohibited from using any alternative mass storage of email even on City systems except in response to an approved legal or administrative search. Email can be extracted to become part of another official City records with defined retention requirements as necessary as is then considered part of that document type retention policy.
4. City email accounts should be used primarily for business purposes. Personal communication is permitted on a limited and minimal basis.
5. Registration or other use of City email addresses for non-business related internet services or other web communications is prohibited.

6. Any registrations of City email addresses for business use must NOT use the combination of City email address and user's City password. The password must be unique, strong, and substantially different from the City password.
7. Email entering the City system is filtered through an automated email filtering system to remove emails (SPAM) which may have inappropriate content, contain viruses or malware, or otherwise pose a security risk. Not all emails which would be regarded as spam will be filtered with this automated process. It is up to the employee to report to the IT Service Desk any email which they believe poses a security risk or is offensive to the point that filters should be updated to attempt to block this type of content.
8. Employees are expected to be vigilant in guarding against phishing or other fraudulent emails. This especially applies to emails from unknown sources, strange return email addresses, emails with hyper-links to unknown locations, and emails with embedded documents that contain macros. Scenarios are covered in the annual IT Security Training provided to users.
For suspected phishing or other fraudulent emails, employees should not open, reply, or click on embedded links. While these emails will almost always come from outside the City network, they could also come from internal users if their account has been compromised. Users must immediately report to the IT Service Desk specific emails which may pose a security threat to the City or any incidents where they believe their account or City system may have been compromised.
9. Users shall not send mass emails containing personal messages to more than 10 recipients. Mass emails for City business purposes are permissible. By system configuration, users are limited to 200 recipients in an email. Users can contact the IT Services Desk when they have a need to send an email to more than this limit.
10. Users shall not misrepresent or forge the identity of the sender or source of an electronic communication.
11. Users shall use the default email template and refrain from the following:
 - a. Changing colors, style, font or stationery of the email to a format inappropriate for business communications
 - b. Inserting non-business-related pictures, movies or animation
 - c. Using any background other than the default white background
 - d. Adding non-business messages, quotations or emoticons (a symbol or combination of symbols used to convey emotional content such as a smiley face) in business related messages

6.5 INTERNET

1. User internet and social media access will be granted only with approval by their department management through submission of an *Account Access Request Form (AARF)*.
2. Users shall not access sites that may violate federal, state or local laws or could cause embarrassment to the City.
3. Internet usage for non-business shall be minimal especially with respect to bandwidth usage. This especially applies to streaming video or music services.

6.6 TEXT MESSAGING, INSTANT MESSAGING AND SOCIAL MEDIA

1. This section covers “electronic communication” with is not email (generally text and other instant messaging). This section applies to all electronic communication, regardless of being a City issued or personal (private) device, which is “created by, received by, under the authority of, or coming into the custody, control or possession of public officials, public bodies, or their representatives in connection with the transaction of public business, the expenditure of public funds or the administering of public property” as set forth in the Oklahoma Open Records Act.
2. Microsoft Skype for Business is the managed and recommended instant messaging application for City employees. There are both desktop versions and mobile applications which employees can use. All communication will be retained in the employees Exchange mail account and thus searchable and discoverable for open records. For employees who use ONLY these managed and recommended instant messaging application, all open record searches can be fulfilled by IT search of the City email system.
3. But, employees are not specifically prohibited from using other text or instant messaging systems or applications. Apple iPhone is the current City smartphone standard. Apple iMessage and SMS/MMS text messaging is authorized on City issued phones. Because vendors do not provide a centralized/enterprise mechanism to manage and search these types of messages, employees must provide all undeleted messages, relating to public business that are available on their City-owned or personal device. Text messaging searches per Open Records may be requested; instructions for submitting results will be provided by IT. Alternatively the device may be turned into IT to complete the search.
4. Except when the communication is into the public domain on a general City account (for example City Facebook accounts), employees are highly encouraged to use only Skype for Business, SMS/MMS, or iMessage and not other communication applications including services such as Twitter, Snap Chat, Facebook Messenger, WhatsApp, GroupMe, etc. Employees will be responsible

for complete search and disclosure of all undeleted communications relating to public business.

6.7 EXTERNALLY HOSTED CITY WEBSITES

All externally hosted City websites must adhere to record retention requirements. All information must be open and publicly accessible with exceptions per the Open Records Act.

6.8 TECHNOLOGY INFRASTRUCTURE

No user shall add or change any component on the City's technology infrastructure which could impact the security and integrity of City systems without prior approval by IT.

6.8.1 Client Systems

1. Employees utilizing mobile computing devices such as laptops, tablets, or smartphones are responsible for protecting information from unauthorized access and protecting the City's equipment from theft or vandalism.
2. No changes to the security configuration of client devices or systems, such as, changing bios passwords or adding local administrator accounts, without authorization from IT.
3. Users must report the loss of technology hardware to their department management, the IT Service Desk and if appropriate, the applicable Law Enforcement Agency.
4. Users will contact the IT Service Desk before purchasing or installing any new computing devices.
5. No personal devices will be allowed to connect to the City's network except as provided under the Remote Access policy or guest wireless access.

6.8.2 Remote Access

1. Remote access must be authorized by the *Account Access Request Form (AARF)*.
2. For security, users will ensure the remote computer meets the following requirements:
 - a. Up-to-date anti-virus software and latest virus definitions
 - b. Latest Operating System service pack and critical updates
 - c. Physically secure computer
3. Password authentication will be required to enhance security and reduce the risk of unauthorized access to the network.

6.8.3 Sign-on/Passwords

1. Using or attempting to use the computer accounts of others is prohibited.
2. User's domain passwords must comply with rules established by IT and approved by the IT Steering Committee (minimum length and contain at least one number

and one special character - if the system permits special characters) and the password must not contain the user name or the person's name.

3. By-passing or disabling two-factor authentication (Token) is prohibited.

6.8.4 Phone

1. Use of cellular phones for purposes other than official City business is permitted only under limited circumstances, such as:
 - a. There is no cost to the City or the accumulated cost to the City is de minimis
 - b. It does not interfere with the employee's official duties
 - c. It is brief in duration, including an accumulation of time used
 - d. It does not compromise the security or integrity of City information
2. All cellular services used must be specifically authorized by the Department Head in advance.
 - a. Examples of costs not covered under normal plans are information use (411), text messaging, ringtones, and long distance.
3. Costs resulting from personal use of phones must be reimbursed to the City Treasurer within 30 days of billing.
4. In cases where the Department is notified of telephone use that resulted in additional costs to the City:
 - a. The Department is responsible for determining if the cost was due to personal use.
 - b. The Department must document the outcome of the additional cost determination, noting if the costs were business related or personal.
 - c. If the use is personal and resulted in costs to the City, the Department is responsible for ensuring appropriate payment is made to the Treasurer's Office.
 - d. Documentation should be retained per the City's Record Retention Policy.

7 RESPONSIBILITIES

Steering Committee

- Responsible for the review and approval of the Acceptable Use Policy (AUP).

IT Security

- Responsible for coordinating with the Municipal Counselors' Office to determine if and/or how any notification should be done to comply with the law.

Technology Advisory Committee

- Responsible for providing departmental input regarding the policy.

Department Heads, Managers, Supervisors

- Responsible for requiring all staff under their management read and acknowledge this policy and abide by the provisions of this policy.

IT Director

- Responsible for reviewing the policy and making any necessary changes.
- Responsible for reviewing and documenting requests for exceptions to the AUP.

User Community

- Responsible for becoming familiar with the policy, understanding the expectations and taking personal responsibility for adhering to the provisions of this policy.
- Acknowledge their understanding of the policy and agreement with the provisions by signing electronically after completing the online training.

Contractors, Vendors, or Volunteers

- Responsible for adhering to this policy and acknowledging an awareness of the policy.

8 EXCEPTIONS

Any exceptions to the AUP must be in writing and submitted to the IT Director for approval. All approved exceptions will be reviewed by the Steering Committee.

Exceptions will be documented and filed in the IT department. It will be the responsibility of the IT Director to respond in writing to the exception requests once a decision has been made. All exceptions will be reviewed on an annual basis. Exceptions will be documented following the Exception Management Policy.

9 DISCIPLINARY ACTIONS

IT management will review alleged violations of the Acceptable Use Policy on a case-by- case basis. Clear violations of this policy will be reported to the appropriate department/division head and may result in suspension or termination of services

Violations of the policy may result in discipline, up to and including termination.

Attachment "K"
EQUIPMENT, SOFTWARE AND LICENSES

Computer Name	User	City Software and Licenses
CTDFDR027703	Jason King	Office 365, Incode
CTDFDR027713	Alex Del Cid-Zelada	Office 365, Incode
CTDFDR027701	Donald Macarthy	Office 365, Incode
CTDFDR027712	Robert Carter	Office 365, Incode
CTDFDR027716	Lakisha Holloway	Office 365, Incode
CTDFDR027711	Randy Evers	Office 365, Incode

**Attachment "L"
COMPLIANCE AGREEMENT**



The City of

OKLAHOMA CITY

Access Account Request Form - Non-City Employee

Account Information (Person receiving the account) New Existing
 Last Name: Evers First Name: Randy MI: D
 Dept/Division: _____ Account Sponsor: _____
 Company: Legal Aid Svc of Okla, Inc Title: Managing Attorney
 Telephone #: 405-297-3190 Company Email: randy.evers@okc.gov
 Business Reason for Access: _____

- All Non-City Employee accounts (Consultants, Vendors, Contract Labor, etc.) must have a Full-Time City employee designated as Account Manager. This is usually the department's designated Department Contact.

Type of Access (check all that apply) Policies can be found on <http://insideokc>

- *Network Login- Must read Acceptable Use Policy and Network Account Management Policies
- *Internet Access - Must read Acceptable Use Policy
- *Defender Token - Check this box if you need IT to provide Defender Token
- *Virtual Private Network (VPN) - Must read Acceptable Use Policy
- *Wireless Access - Must read Acceptable Use Policy

*I have carefully read and understand all applicable Policies listed for each requested type of access and promise to act in good faith and abide by the terms set forth in these Policies. I agree that at no time will I disclose any confidential and/or proprietary information to any third person without the express written consent of the City. I affirm that I will use the provided services as permitted by the policies in a manner that reflects positively on the City of Oklahoma City.

Approval Signatures: (Must have all signatures)

<u>Randy D Evers</u> Account holder Printed Name	<u>[Signature]</u> Signature	<u>7/3/2024</u> Date
_____ Account Manager/Department Contact	_____ Signature	_____ Date
_____ Sponsor Printed Name	_____ Signature	_____ Date
_____ Division Head Printed Name	_____ Signature	_____ Date
_____ Director Printed Name	_____ Signature	_____ Date

Attachment "L"
COMPLIANCE AGREEMENT



The City of

OKLAHOMA CITY

Access Account Request Form - Non-City Employee

Account Information (Person receiving the account) New Existing

Last Name: Carter

First Name: Robert

MI:

Dept/Division:

Account Sponsor:

Company: Legal Aid

Title: Staff Attorney

Telephone #: 405-297-3195

Company Email: robert.carter1@okc.gov

Business Reason for Access:

- All Non-City Employee accounts (Consultants, Vendors, Contract Labor, etc.) must have a Full-Time City employee designated as Account Manager. This is usually the department's designated Department Contact.

Type of Access (check all that apply) Policies can be found on <http://insideOKC>

- *Network Login- Must read Acceptable Use Policy and Network Account Management Policies
- *Internet Access - Must read Acceptable Use Policy
- *Defender Token - Check this box if you need IT to provide Defender Token
- *Virtual Private Network (VPN) - Must read Acceptable Use Policy
- *Wireless Access - Must read Acceptable Use Policy

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Approval Signatures: (Must have all signatures)

Robert B. Carter

Robert B. Carter

7/2/24

Account holder Printed Name

Signature

Date

Account Manager/Department Contact

Signature

Date

Sponsor Printed Name

Signature

Date

Division Head Printed Name

Signature

Date

Director Printed Name

Signature

Date

Attachment "L" COMPLIANCE AGREEMENT



The City of

OKLAHOMA CITY

Access Account Request Form - Non-City Employee

Account Information (Person receiving the account) New Existing

Last Name: KING

First Name: JASON

MI: C

Dept/Division:

Account Sponsor:

Company: Legal Aid

Title: Staff Attorney

Telephone #: 405-297-3190

Company Email: jason.kinge.okc.gov

Business Reason for Access:

- All Non-City Employee accounts (Consultants, Vendors, Contract Labor, etc.) must have a Full-Time City employee designated as Account Manager. This is usually the department's designated Department Contact.

Type of Access (check all that apply) Policies can be found on <http://insideOKC>

- *Network Login - Must read Acceptable Use Policy and Network Account Management Policies
- *Internet Access - Must read Acceptable Use Policy
- *Defender Token - Check this box if you need IP to provide Defender Token
- *Virtual Private Network (VPN) - Must read Acceptable Use Policy
- *Wireless Access - Must read Acceptable Use Policy

*I have carefully read and understand all applicable Policies listed for each requested type of access and promise to act in good faith and abide by the terms set forth in these Policies. I agree that at no time will I disclose any confidential and/or proprietary information to any third person without the express written consent of the City. I affirm that I will use the provided services as permitted by the policies in a manner that reflects positively on the City of Oklahoma City.

Approval Signatures: (Must have all signatures)

Jason King
Account holder Printed Name

Jason King
Signature

7-3-2024
Date

Account Manager/Department Contact

Signature

Date

Sponsor Printed Name

Signature

Date

Division Head Printed Name

Signature

Date

Director Printed Name

Signature

Date

Attachment "L"
COMPLIANCE AGREEMENT



The City of

OKLAHOMA CITY

Access Account Request Form - Non-City Employee

Account Information (Person receiving the account) New Existing

Last Name: MACARTHY First Name: DONALD MI: C

Dept/Division: CRIMINAL Account Sponsor:

Company: Legal Aid Title: Juni Attorney Public Defender

Telephone #: (405) 297-3190 Company Email: donald.mccarthy@okc.gov

Business Reason for Access:

- All Non-City Employee accounts (Consultants, Vendors, Contract Labor, etc.) must have a Full-Time City employee designated as Account Manager. This is usually the department's designated Department Contact.

Type of Access (check all that apply) Policies can be found on <http://InsideOKC>

- *Network Login- Must read Acceptable Use Policy and Network Account Management Policies
- *Internet Access - Must read Acceptable Use Policy
- *Defender Token - Check this box if you need IT to provide Defender Token
- *Virtual Private Network (VPN) - Must read Acceptable Use Policy
- *Wireless Access - Must read Acceptable Use Policy

*I have carefully read and understand all applicable Policies listed for each requested type of access and promise to act in good faith and abide by the terms set forth in these Policies. I agree that at no time will I disclose any confidential and/or proprietary information to any third person without the express written consent of the City. I affirm that I will use the provided services as permitted by the policies in a manner that reflects positively on the City of Oklahoma City.

Approval Signatures: (Must have all signatures)

DONALD MACARTHY
Account holder Printed Name

[Signature]
Signature

07-03-24
Date

Account Manager/Department Contact

Signature

Date

Sponsor Printed Name

Signature

Date

Division Head Printed Name

Signature

Date

Director Printed Name

Signature

Date

Attachment "L" COMPLIANCE AGREEMENT



The City of

OKLAHOMA CITY

Access Account Request Form - Non-City Employee

Account Information (Person receiving the account) New Existing

Last Name: *Del Cid-Zelada* First Name: *Alex* MI: *D.*

Dept/Division: _____ Account Sponsor: _____

Company: *LA50/Public Defender* Title: *Paralegal*

Telephone #: *405-297-3190* Company Email: *alex.delcidzelada@okc.gov*

Business Reason for Access: _____

- * All Non-City Employee accounts (Consultants, Vendors, Contract Labor, etc.) must have a Full-Time City employee designated as Account Manager. This is usually the department's designated Department Contact.

Type of Access (check all that apply) Policies can be found on <http://insideokc>

- *Network Login - Must read Acceptable Use Policy and Network Account Management Policies
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- *Wireless Access - Must read Acceptable Use Policy

*I have carefully read and understand all applicable Policies listed for each requested type of access and promise to act in good faith and abide by the terms set forth in these Policies. I agree that at no time will I disclose any confidential and/or proprietary information to any third person without the express written consent of the City. I affirm that I will use the provided services as permitted by the policies in a manner that reflects positively on the City of Oklahoma City.

Approval Signatures: (Must have all signatures)

<p><i>Alex Del Cid</i></p> <p>_____ Account holder Printed Name</p>	<p><i>[Signature]</i></p> <p>_____ Signature</p>	<p><i>07/02/2024</i></p> <p>_____ Date</p>
<p>_____ Account Manager/Department Contact</p>	<p>_____ Signature</p>	<p>_____ Date</p>
<p>_____ Sponsor Printed Name</p>	<p>_____ Signature</p>	<p>_____ Date</p>
<p>_____ Division Head Printed Name</p>	<p>_____ Signature</p>	<p>_____ Date</p>
<p>_____ Director Printed Name</p>	<p>_____ Signature</p>	<p>_____ Date</p>

Attachment "M"
SCHEDULE OF REIMBURSEMENT

FY 24-25 Costs

	Quantity	Unit Price	TOTAL
M365 G5 Microsoft User Licensing	6	\$618.86	\$3,713.16
Desktop Computers (annual cost for support)	6	\$805.64	\$4,833.84
TOTAL			\$8,547

\$8,547 total to be paid out over the first six months of the agreement period:

Month	Payment Amount Due
July 2024	\$1,424.50
August 2024	\$1,424.50
September 2024	\$1,424.50
October 2024	\$1,424.50
November 2024	\$1,424.50
December 2024	\$1,424.50

LEGAL AID payments for the above costs will be deducted from the monthly payments made by **Oklahoma City** to **LEGAL AID** for the months of July, August, September, October, November, and December.