

**COMMUNITY INTERVENTION CENTER PARTNERSHIP
AND SERVICE PROVIDER AGREEMENT AND LEASE OF 1900 WEST ROBINSON TO BE
USED AS A COMMUNITY INTERVENTION CENTER**

This Community Intervention Center (hereinafter referred to as the "CIC") Agreement is made and entered into this _____ day of _____, 2013, by and between the City of Norman, an Oklahoma Municipal Corporation (hereinafter referred to as the "City") and Sub-Contractor, Crossroads Youth & Family Center Inc. (hereinafter referred to as "Center").

WITNESSETH:

WHEREAS: the State Plan for Community Intervention Centers provides for the development of alternatives to jail and secure detention due to the lack of immediate, easily accessible non-secure resources for law enforcement officers to take juveniles who have been taken into their custody; and

WHEREAS: pursuant to 10A O.S. §2-7-305, The Community Intervention Center shall serve as a short-term reception facility to receive and hold juveniles who have been taken into custody by law enforcement agencies for the alleged violation of a municipal ordinance or state law and for whom detention is inappropriate or unavailable; and

WHEREAS: the Oklahoma Legislature, at 10A O.S. §2-7-301, has authorized and mandated that OJA is the State planning and coordinating agency for statewide juvenile justice and delinquency prevention services; and

WHEREAS: pursuant to 10A O.S. §2-7-305, OJA is authorized to enter into agreements to establish or maintain such centers which may be financed out of local, state and federal monies; and

WHEREAS: certain juveniles who come into contact with law enforcement are not eligible for detention pursuant to 10A O.S. §2-3-101; and

WHEREAS: the City has entered into an agreement with OJA to operate a Community Intervention Center to receive and hold juveniles who have been taken into custody by law enforcement agencies for the alleged violation of a municipal ordinance or state law and for whom detention is inappropriate or unavailable; and

WHEREAS: 10A O.S. §2-7-305 further authorizes the City of Norman to sub-contract with an independent entity to operate the facility, with the approval of OJA; and

NOW, THEREFORE, the City and the Center, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1) TERM/RENEWAL

- A. This contract shall be effective from July 1, 2013 through June 30, 2014 when it shall terminate automatically, unless terminated by either party as set forth in Section (1) (B) of this Agreement, or due to withdrawn funding from OJA upon notice as set forth in "Exhibit A" of this Agreement.

- B. Either party may terminate this Agreement with thirty (30) days advanced written notice to the other party, with or without cause.

Notices shall be sent to:

Norman: The City Clerk of Norman
 P.O. Box 370
 Norman, Oklahoma 73070

Jeanne Snider, Assistant City Attorney
P.O. Box 370
Norman, Oklahoma 73070

Center: Lisa Winters, Executive Director,
 Crossroads Youth and Family Center
 1650 W. Tecumseh Rd.
 Norman, Oklahoma 73069

- C. This Agreement may be renewed upon the same or different conditions between the City and the Center annually to run concurrently with the contract agreement between the City and OJA.

2) **STATEMENT OF WORK/PURPOSE**

- A. This program shall be known as the Community Intervention Center, commonly known as the Juvenile Intervention Center. It is intended to serve juveniles who need short-term supervision (in lieu of jail) until they can be returned to the physical custody of a parent or legal guardian.
- B. The Center agrees to follow all applicable State and Federal laws, rules and regulations, and all amendments thereto as set forth by OJA and approved by its Board of Directors. This shall include but not be limited to all requirements and agreements set forth between the City and OJA under the original grant contract.
- C. The Center shall employ and supervise CIC employees to process and supervise youth brought to the CIC by law enforcement personnel. Pursuant to this Agreement, the Center, and its employees and/or agents, shall act as a transfer agent on behalf of the Norman Police Department for the juvenile being detained pursuant to this purpose.
- D. The CIC agrees to follow and abide by all requirements, rules and regulations promulgated by the Office of Juvenile Affairs under the Contract between the City and the Office of Juvenile Affairs. The Center's responsibilities at a minimum shall be:
- i. The CIC shall be open and operational 24 hours per day 7 days per week to receive juveniles taken into custody by law enforcement for curfew, truancy or other status offenses and other misdemeanor or felony offenses for whom secure detention is inappropriate or unavailable.

- ii. A juvenile held at the CIC shall not be isolated from the common areas of the facility except for short-term protective holding because of combative or self-destructive behavior on the part of the juvenile.
- iii. Enter demographic information into the management information system provided for in Section 2-7-308 of Title 10A, Oklahoma Statutes.
- iv. Immediately notify the juveniles' parents, guardians, or responsible adults to pick up their juvenile.
- v. Hold juveniles until they can be released to a parent, guardian, or responsible adult or until a temporary placement can be secured, but in no event for longer than twenty-four (24) hours.
- vi. Provide such care and services as are required to obtain and maintain certification as a CIC.
- vii. Gather information to determine if the juvenile is in need of immediate medical attention.
- viii. Conduct an initial assessment pursuant to rules promulgated by OJA and as such rules may be amended from time to time.
- ix. Fingerprint only those juveniles who are alleged to have committed offenses which would be felonies if committed by adults and remit all copies of fingerprints to the arresting agency.
- x. Conduct an assessment pursuant to a Problem Behavior Inventory or a Mental Status Checklist, or by use of an assessment instrument authorized by rules promulgated by OJA, and under circumstances and conditions as are prescribed by such rules.
- xi. Comply with the requirements of informational entry onto the JOLTS (Juvenile Online Tracking System) database as required by OJA.

3) **PAYMENT AND ADMINISTRATIVE REQUIREMENTS**

- A. For and in consideration of the activities agreed to be performed herein by Center, the City agrees to administer the State Grant funds for the 2013-2014 fiscal year and upon a receipt of a verified claim form and documentation of expenditures, pay Center an amount not to exceed \$245,087, upon receipt by the City from the Office of Juvenile Affairs for salary, fringe benefits, maintenance, operation, training, travel, equipment and other fees as set forth in the budget approved for this grant from OJA. This amount is subject to continuing availability of funds under State appropriations. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the City may terminate the contract or reduce the consideration upon thirty (30) days notice in writing to the Center. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.
- B. In a continuing partnership agreement to continue the Cleveland County Community Intervention Center, the City of Norman, Moore, Lexington, Purcell and Noble have collectively agreed to contribute funds to meet the minimum requirements for matching funds. The City of Norman's portion of this contribution is \$40,000. Upon receipt of a claim from the Crossroads Youth and Family Center, the City will pay the Center, not to exceed \$40,000, to be used for the purposes stated within this contract. If this contract is terminated before the

end of the fiscal year, the Center agrees to refund the City back on a pro rata monthly basis. This amount is in addition to the State grant funds stated above in paragraph 3 (A).

- C. The Parties agree that the Center may not assign its interest in this Agreement without prior written consent of the City.
- D. The Center, hereby promises, covenants and agrees to release, defend, indemnify, hold harmless and pay any judgments rendered against the City, its officers, agents and employees from and against any and all loss of or damage to property, or injury or death of any person or persons, and from any and against any and all claims, suits or damages recovered against the City arising out of the Center's services rendered under this contract.
- E. The Center is responsible for maintaining sufficient books, records, ledgers and documentation for the purpose of inspection, monitoring, auditing and evaluating expenditures. Financial records should accurately account for the revenues and related expenditures per approved budget by OJA contract and by service type using accepted accounting procedures. In addition, the financial records should reflect the total income and expenditures of the agency from all sources. These records shall be made available to representatives of the City for inspection, audit and certification as deemed necessary. Fiscal and program records shall be maintained during the term of this contract and for a period of three (3) years following the termination of this contract, or three (3) years from the commencement of any action, whichever is later.

4) **LEASE AGREEMENT – 1900 W. Robinson**

- A. The City of Norman is the owner of the property and improvements located at 1900 West Robinson, Norman, Cleveland County, Oklahoma, which property it has agreed to lease to the Cleveland County Youth and Family Center for the use and operation of the Community Intervention Center during the terms stated in section 1 of this contract. In no event shall this structure be used for any purpose other than those stated herein without the written consent of the City.
- B. In consideration of the use, occupancy and possession of the above-described property by Center, Center agrees to pay the City the sum of One-dollar (\$1.00) per year valuable consideration, payable in advance of, or within thirty (30) days of the approval of this Agreement. The remainder of the value of the lease shall be considered an in-kind donation toward the program.
- C. Crossroads Youth and Family Center will be solely responsible for all maintenance, upkeep and utility costs for this dwelling. The Center shall notify the City of any hazard, danger or defect of the premises in writing.
- D. Crossroads Youth and Family Center shall not assign this lease or sublet any portion of the property covered hereby without written consent of the City.

E. Crossroads Youth and Family Center agrees to return the leased premises to the City in substantially the same condition as existed at the commencement of this lease term, reasonable wear and tear excepted.

5) INSURANCE

The City agrees to maintain insurance on the building and attachments located at 1900 W. Robinson. Crossroads Youth and Family Center agrees to maintain insurance on the contents located within the building and hold the City harmless for any damage to said contents.

6) NO SEPARATE LEGAL ENTITY

No separate legal entity or organization shall be deemed created by virtue hereof.

7) DISPOSITION OF PROPERTY UPON TERMINATION

Any equipment or other tangible objects purchased with the funds provided by this Agreement shall be the property of the Office of Juvenile Affairs and shall be held and maintained by the City upon request, or the Center for the benefit of OJA. Upon termination, for whatever reason, OJA may demand the return of such equipment or materials.

8) SEVERABLE LIABILITY

This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.

Both parties assume responsibility for its personnel, and will make all deductions for social security and withholding taxes, and contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act and the Oklahoma Governmental Tort Claims Act.

Both parties herein, shall be exclusively liable for loss resulting from its torts of its employees acting within the scope of their employment subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 O.S. 1990 Supp., Sec. 151-171 therefore, neither party shall be liable for the acts or omissions of the other party.

9) MULTIPLE COUNTERPARTS

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

10) COMPLETE AGREEMENT

This Agreement is the complete agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties.

10) **SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this contract is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of the contract.

IN WITNESS WHEREOF, the Parties have approved this Agreement and authorized the signatures below as of the dates there set out.

APPROVED by the Council of the City of Norman this _____ day of _____, 2013.

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED AS TO FORM:



Jeff Harley Bryant, City Attorney

APPROVED:

Lisa Winters, Executive Director,
Crossroads Youth and Family Center

ATTEST:

Notary Public