

PARTNERSHIP AND SERVICE PROVIDER AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2016, by and between the City of Norman, an Oklahoma Municipal Corporation (hereinafter referred to as the "City") and Crossroads Youth & Family Center Inc. (hereinafter referred to as "Crossroads").

WITNESSETH:

WHEREAS: since October 1997, the City and Crossroads have partnered to provide a community based location and program known as the "Community Intervention Center (CIC)" for law enforcement officers to take juveniles, who have been apprehended for committing an offense that is not detention-eligible, for the purpose of holding, supervising and releasing the juveniles to a parent or guardian as appropriate; and

WHEREAS: Crossroads leased City owned property at 1900 W. Robinson for the use and operation of the CIC; and

WHEREAS: it was a collaborative effort with other municipalities which included the City of Moore, Lexington, Noble and Purcell; and

WHEREAS: a federal grant was used to start the program; the federal funding ceased three years after the inception of the program; and

WHEREAS: after the first three years, funding for the program was provided from the state through the Officer of Juvenile Affairs (OJA); and

WHEREAS: a previous requirement to receive the federal and state grant funding was for the participating municipalities to contribute funds for the program; and

WHEREAS: the City has contributed funds for the program, including a City contribution of \$60,000 in FYE15; and

WHEREAS: in FYE15, the State Legislature made reductions to agency budgets across the state, including OJA, which included withholding the remaining funds for all state CIC's for the last quarter of FYE15 and zero funding appropriations for FYE16; and

WHEREAS: without OJA funding Crossroads is unable to continue to operate the program at 1900 W. Robinson; and

WHEREAS: the City has entered into an agreement with Crossroads 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 at the Emergency Youth Shelter (EYS), operated by Crossroads, located at 1650 W. Tecumseh, Norman, Oklahoma; 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, 2016 through June 30, 2017, when it shall terminate automatically, unless terminated by either party as set forth in Section (1) (B) 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

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

2) STATEMENT OF WORK/PURPOSE

- A. This program 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. Crossroads agrees to follow all applicable State and Federal laws, rules and regulations.
- C. Crossroads shall employ and supervise employees to process and supervise youth brought to the EYS 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. Crossroads' responsibilities at a minimum shall be:
- i. Services at the EYS shall be available 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 EYS 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.
- vi. Provide such care and services as are required to obtain and maintain certification as a EYS.
- vii. Gather information to determine if the juvenile is in need of immediate medical attention.
- viii. Conduct an initial assessment.
- 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.
- xi. Comply with the requirements of informational entry onto the JOLTS (Juvenile Online Tracking System) database.

3) **PAYMENT AND ADMINISTRATIVE REQUIREMENTS**

- A. For and in consideration of the activities agreed to be performed herein by Crossroads, the City agrees to pay Crossroads, upon receipt of a claim, one lump sum payment of \$70,000, to be used for the purposes stated within this Agreement. If this contract is terminated before the end of the fiscal year, the Crossroads agrees to refund the City back on a pro rata monthly basis.
- B. The Parties agree that Crossroads may not assign its interest in this Agreement without prior written consent of the City.
- C. Crossroads 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.

4) **NO SEPARATE LEGAL ENTITY**

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

5) **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.

6) **MULTIPLE COUNTERPARTS**

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

7) **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.


11) **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 _____, 2016.

Lynne Miller, Mayor




Lisa Winters, Executive Director,
Crossroads Youth and Family Center

ATTEST:

ATTEST:

Brenda Hall, City Clerk



APPROVED AS TO FORM:

City Attorney