
TULSA COUNTY

PURCHASING
DEPARTMENT

APPROVED
10/28/2019

MEMO

DATE: October 23, 2019
FROM: Matney M. Ellis
Purchasing Director
TO: Board of County Commissioners
SUBJECT: Agreement- City of Tulsa



Submitted for your approval and execution in the attached Interlocal Agreement between the Board of County Commissioners on behalf of the Tulsa County Juvenile Bureau and City of Tulsa for the operation and utilization of the Tulsa Area Community Intervention Center.

Respectfully submitted for your approval and execution.

MME / arh

Agenda: October 28, 2019

CMF# 20190916

City Contract

Version 3.9 released on 7/26/19

This form should be used for all types of contracts including Agreements (excluding Grant Agreements), Contracts, CBAs, MOAs, and MOUs. In addition to requests for New Contracts, Amendments and Renewals, this form should be used for Statutory Change Orders, Quantity Adjustments, Final Payments and Permission to Continue requests.



CITY COUNCIL USE ONLY		CITY CLERK USE ONLY	
Date Received: _____	Tracking #: _____	✓	Date: <u>08.28.2019</u>
Committee Date: _____	Committee: _____		Item #: <u>3.15.1</u>
1 st Agenda Date: _____	Hearing Date: _____		
	2 nd Agenda Date: _____		

All department items requiring Council approval must be submitted through the Mayor's Office.

Primary Details

Contract Phase
 New Contract
 Renewal
 Amendment
 Statutory Change Order
 Quantity Adjustment
 Final Payment
 Permission to Continue
 Terminate/Cancel

Board Approval _____	Other Board Name _____	City Council Approval <input type="radio"/> Yes <input checked="" type="radio"/> No	Contract Number 134438
Department Mayors Office	Contact Name Dwain E. Midget	Email dmidget@cityoftulsa.org	Phone 918-596-7130
Vendor Name(s) _____	Vendor Number 800116	Description (Subject) CIC Operations	
		<i>This should match the Munis description field but should be different from Contract Type or Subtype</i>	
Contract Type Misc. Agreements	Contract Subtype Other Misc. Agmts	Bid/Project Number _____	Contract Amount \$380,000.00

Budget

Contract Funding Type
 No Payment Involved
 Revenue Contract
 Expense Contract

Affidavit of Claimant should be attached to the contract for Expense Contracts

Funding Source(s)

TOTAL:
 Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10.00) or Project Sting-Amount (144104.AbstrTitle5413102.6001-4043122-541102-\$30,000.01)

Approvals

Department: _____
 Legal: _____
 Board: _____
 Mayor: _____
 Other: _____

Date: 07-22-19
 Date: 8-23-19
 Date: AUG 28 2019
 Date: _____

Policy Statement**Background Information**

The City of Tulsa desires to enter into an Inter-local Agreement with the Board of County Commissioners of Tulsa County on behalf of the Tulsa County Juvenile Bureau, for the operations of a centralized intake assessment and service referral system known as the Tulsa Area Community Intervention Center (CIC), for juveniles in Tulsa County who are arrested by law enforcement officers for violating municipal ordinances or state law and for who detention is unavailable or inappropriate. The City desires their law enforcement officers to have access to and use of the CIC. The City will provide the CIC with \$380,000.00 for services through this Agreement.

Provide background information on the requested action.

Summation of the Requested Action

It is requested that the Mayor approve and sign this Agreement between the City of Tulsa and the Board of County Commissioners of Tulsa County on behalf of the Tulsa County Juvenile Bureau for the operation of the CIC.

Summarize the pertinent details of the requested action

Other Pertinent Details

Provide any additional information that should be considered when considering approval of this contract document

Processing Information for City Clerk's Office**Post Execution Processing**

- Mail vendor copy (add'l signature copies attached)
- Must be filed with other governmental entity**
- Add'l governmental entity approval(s) required**

Additional Routing and Processing Details

Please return all copies of the agreement to Dwain E. Midget or Marshelle Freeman for County signatures. A fully executed contract will be returned to the City Clerk.

**INTERLOCAL AGREEMENT
FOR THE OPERATION AND UTILIZATION OF THE
TULSA AREA
COMMUNITY INTERVENTION CENTER**

APPROVED
10/28/2019

**BETWEEN THE
CITY OF TULSA**

AND

THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY

THIS AGREEMENT ("Agreement") is entered into by and between the **City of Tulsa, Oklahoma, a municipal corporation ("City of Tulsa")**, and the **Board of County Commissioners of Tulsa County, Oklahoma on behalf of the Tulsa County Juvenile Bureau ("Tulsa County")** on this 28th day of October, 2019.

WHEREAS, Tulsa County has entered into agreements with the Oklahoma Office of Juvenile Affairs ("OJA"), for operation of a centralized intake, assessment and service referral system for juveniles in Tulsa County who are arrested by law enforcement officers for violating municipal ordinances or state laws and for whom detention is unavailable or inappropriate (the "Tulsa Area Community Intervention Center" or "CIC"); and,

WHEREAS, the City of Tulsa desires its law enforcement officers to have access to and utilization of the CIC.

NOW THEREFORE, the parties agree as follows:

Article 1: Responsibilities of the City of Tulsa

- 1.1 The City of Tulsa is providing office space for the CIC's operations.
- 1.2 The City of Tulsa shall authorize its law enforcement officers to utilize the CIC for juveniles arrested within the City of Tulsa for violating municipal ordinances or state laws and for whom detention is unavailable or inappropriate.
- 1.3 The City of Tulsa agrees, and will instruct its law enforcement officers, to abide by all laws, rules, and regulations related to the operations of the CIC, including those

related to the confidentiality of information regarding juveniles, and to follow the instructions of CIC personnel when utilizing the CIC.

1.4 The City of Tulsa included funding for the CIC in its FY- 2020 budgeting process and will provide funding to the CIC for its operations. During the July 1, 2019 through June 30, 2020 term of this Agreement, the City shall provide the CIC for its services hereunder in an amount equal to **Three-Hundred and Eighty Thousand Dollars and No Cents (\$380,000.00)** pursuant to the terms of this Agreement.

1.5 The City of Tulsa may terminate or suspend this Agreement in the event that anticipated OJA funds shall for any reason become unavailable to the Tulsa County for its use in connection with the CIC or if such funds shall for any reason be reduced. Tulsa County shall notify the City of Tulsa of the unavailability or reduction of funds and the date that the CIC shall shut down, or suspend operations. In the event that operations are suspended and then reinstated during the term of this Agreement, Tulsa County shall notify the City of Tulsa of the reinstatement of operations.

Article 2: Responsibilities of the County of Tulsa

2.1 Tulsa County has been authorized by OJA to operate and maintain a community intervention center to receive and hold juveniles who have been taken into custody by law enforcement agencies for alleged violation of municipal ordinances or state laws and for whom detention is inappropriate or unavailable.

2.2 Tulsa County shall provide programs and services at the CIC which are in accordance with the standards set forth in their agreement with OJA as the state agency responsible for supervising and the preparation and administration of the State Plan pursuant to the Juvenile Justice and Delinquency Prevention Act of 1974, as amended. Congress has mandated at 42 U.S.C. Section 5633(a)(12)(A) that the State Plan provide for no juveniles be detained in any jail or adult lockup, subject to certain exceptions.

2.3 Tulsa County shall make the CIC available to the City of Tulsa's law enforcement officers for intake, assessment and service referral for juveniles arrested by such officers within the City of Tulsa.

2.4 Tulsa County will include funding for the CIC in its budgeting process and provide funding to the CIC for its operations.

2.5 Tulsa County will provide to the City of Tulsa at least thirty (30) days prior notice of any change to the County's funding for the CIC.

2.6 Tulsa County shall be responsible for establishing and maintaining effective internal controls to help ensure that appropriate goals and objectives are met and safeguarded; laws and regulations are followed; and reliable data is obtained, maintained, and fairly disclosed.

2.7 Tulsa County shall be responsible for maintaining sufficient records for the purpose of inspection, monitoring, auditing and evaluating program expenditures and operations. The records should accurately account for the revenues and related expenditures in accordance with the budget approved by the City of Tulsa and by type of service using generally accepted accounting principles. Tulsa County shall provide to the City of Tulsa all such records as may be required to support the submission of claims by the CIC to the City of Tulsa.

As used in this Agreement, the term "records" includes, but is not limited to, books, ledgers, files, documents, policies and procedures, electronic data, purchase orders, leases, contracts, agreements, commitments, arrangements receipts, vouchers, invoices, memoranda and any other sources of information that pertains to any matters, rights, duties or obligations under or covered by this Agreement. Records shall also include those necessary to evaluate and verify direct and indirect costs, including allocated cost, as they apply to costs associated with this Agreement.

Article 3: Use of Premises

3.1 The parties acknowledge that the Tulsa CIC will be located in the premises owned by the City of Tulsa at 911 Civic Center, Tulsa, Oklahoma 74103 (the "Premises"). During the term of this Agreement, in no event shall the Premises or the personal property located therein be altered or used for any purpose other than those stated here without the express written consent of the City.

3.2 The City shall provide janitorial service for the Premises and be solely responsible for all maintenance, upkeep and utility costs for the Premises. However, Tulsa County shall be responsible for operating the Premises in a clean, safe and sanitary manner and for notifying the City in writing of any hazard, danger or defect in the Premises and of any needed maintenance or repair items.

3.3 Representatives of the City of Tulsa shall have the right at all times to enter upon and inspect the Premises, to make repairs and conduct maintenance as required by the terms of this Agreement, and to do any act which the City may be obligated or have the right to do under this Agreement or otherwise.

3.4 Any equipment or other tangible personal property purchased with funds provided by the City pursuant to this Agreement shall remain the property of the

City (or, as applicable, OJA), shall be held and maintained by Tulsa County for the benefit of the City (or, as applicable, OJA), and shall be kept on the Premises. Upon termination of this Agreement for any reason, Tulsa County shall leave all such equipment and other tangible personal property on the Premises or return the same if any has been removed from the Premises.

Article 4: Term

4.1 The term of this Agreement commences on July 1, 2019 and terminates at the close of business on June 30, 2020, subject to annual renewals of the Agreement agreed to each year by the parties in writing. The parties shall notify each other at least ninety (90) days in advance of the termination date of this Agreement of any renewal of this Agreement whether they desire to renew or terminate this Agreement.

Article 5: Miscellaneous

5.1 **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior agreement between the parties.

5.2 **Invalidity.** If any terms of this Agreement shall be declared invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such provision had never been contained herein.

5.3 **Amendment.** This Agreement may be amended only by a written instrument signed by the parties.

5.4 **Third Parties.** This Agreement is between the City of Tulsa and Board of County Commissioners of Tulsa County and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.

5.5 **Notice.** Any notice or other communication required or permitted hereby shall be in writing and the same shall be deemed given upon delivery thereof in person or one business day after such notice is deposited with an overnight delivery service such as Federal Express or Airborne and addressed as follows:

If to City:

City Clerk
The City of Tulsa, Oklahoma
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to: Office of the Mayor
175 E. 2nd Street – 15th Floor
Tulsa, Oklahoma 74103

And a copy to: Municipal Courts
600 Civic Center – Rom 200A
Tulsa, Oklahoma 74103

If to the County of Tulsa: Tulsa County Board of Commissioners
5 600 S. Denver Ave.
Tulsa, Oklahoma 74103

NMFIV
10-24-19

From time to time, either party may designate another address for all purposes of this Agreement by giving to the other party not less than ten (10) days advance written notice of such change of address in accordance with the provisions hereof. The failure or refusal of a party to accept receipt of a notice hereunder shall in no manner invalidate the notice.

5.6 **Assignment.** This Agreement may not be assigned by either party without the written consent of the other party.

5.7 **Governing Law; Jurisdiction; Venue.** This Agreement shall be deemed to have been executed by all parties hereto in Tulsa County, Oklahoma and accordingly, this Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. The parties agree that any suit, action or proceeding with respect to this Agreement shall be brought in the District Court of Tulsa County, Oklahoma. All parties hereby irrevocably waive any objections which they may now or hereafter have to the personal jurisdiction or venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any such court and hereby further irrevocably waive any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum.

5.8 **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement.

5.9 **Binding Effect.** This Agreement shall be binding upon the City of Tulsa and the Board of County Commissioners of Tulsa County and their respective successors, heirs, legal representatives and permitted assigns.

5.10 **Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any

right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable laws: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties; (ii) no waiver that may be given by a party shall be applicable except to the specific instance for which it is given; and (iii) no notice or demand on one party shall be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

5.11 Interpretive Matters and Definitions. The following interpretive matters shall be applicable to this Agreement:

(1) Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;

(2) No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;

(3) Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

(4) The word "including" means "including, without limitation" and does not limit the preceding words or terms; and

(5) All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.

5.12 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed by the parties on the date set forth below.

City of Tulsa, a municipal corporation,



G.T. Bynum, Mayor

AUG 28 2019

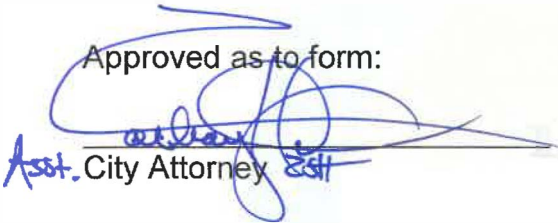
Attest:

Deputy 

City Clerk



Approved as to form:


Asst. City Attorney

Date: AUG 28 2019

Board of County Commissioners of Tulsa County on behalf of Tulsa County
Juvenile Bureau



Ron Peters, Chair Pro Tem

Attest:



Michael Willis, County Clerk



Approved as to form:



Assistant District Attorney

10-24-19
Date