



## **Agenda Commentary**

**Item Title/ Subject:** Service Agreement with Committee of Concern, Inc. dba  
Multi-County Youth Services

**Staff Source:** City Clerk Lisa Anders

**History/Background Information:** This professional service agreement is a renewal agreement for use of the Community Intervention Center Service from July 1, 2011 through June 30, 2012.

**Item/Subject Summary:** This is a budgeted item listed in the Governing Board section of the budget under the Contributions to Other Agencies.

**Price/Cost:** \$16,000.00

**Recommendation:** Recommend approval of agreement

**PROFESSIONAL SERVICES AGREEMENT WITH  
COMMITTEE OF CONCERN, INC. dba MULTI-COUNTY YOUTH SERVICES  
FOR USE OF COMMUNITY INTERVENTION CENTER SERVICES**

This agreement is made and entered into this 3rd day of May 2011 by and between the City of Clinton, a municipal corporation, hereinafter referred to as "City" and Committee of Concern, Inc., dba Multi-County Youth Services hereinafter referred to as "MCYS". When references are made to both the City and MCYS, they will be referred to as "Parties."

**WITNESSETH:**

**Whereas**, 10A Okla. Stat.2-7-305 provides for Interlocal Agreements with the district courts allowing a municipality to assume jurisdiction for certain enumerated violations of municipal ordinances, including: vandalism, shoplifting, trespassing, assault, battery, assault and battery, truancy, curfew, possession of non intoxicating beverages, possession of alcoholic beverages, disorderly conduct, public intoxication, failure to appear for court appearance, or comply with a court order, and any other municipal ordinances as agreed by the district court, the district attorney and the municipality.

**Whereas** the City has executed a interlocal agreement with Custer County District Court and **Whereas**, 10A Okla. Stat.2-7-305 further authorizes the City of Clinton to contract with an independent entity, public or private, certified by the Oklahoma Office of Juvenile Affairs, for purposes of assessment and processing of juveniles who are taken into custody for one or more of the alleged violations of a municipal ordinance or state statute.

**Whereas**, MCYS has secured the necessary certification required by 10A Okla. Stat.2-7-305 and the Parties are desirous of entering into an Agreement for the temporary holding, assessment, and processing of juveniles who are in police custody for all of the enumerated municipal or state violations allowed by law.

**Now, therefore**, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

**ARTICLE I: TERM/RENEWAL**

- A. The term of the Agreement shall be effective the 1<sup>st</sup> day of July, 2011 at 12:01 a.m. through June 30, 2012. Thereafter, this agreement shall be automatically renewed for the successive one-year periods corresponding with the City's fiscal year.
- B. This Agreement may be terminated by mutual consent or by either party, with our without cause, by giving thirty (30) days' written notice to the other Party.
- C. Either party may request a modification of the Agreement by making a written request identifying the desired amendments, or the subject matter thereof, at least forty-five (45) days in advance of the negotiations concerning such amendment.

**ARTICLE II: COMPENSATION**

Under the terms of the Agreement, the City shall pay MCYS an amount of \$16,000.00

**ARTICLE III: SCOPE OF SERVICES**

- A. The purpose of this Agreement is to obtain the services of the Multi-County Youth Services Community Intervention Center, which has received the proper approval and certification by the Office of Juvenile Affairs as required by 10A Okla. Stat.2-7-305. The Community Intervention Center located in Clinton may serve additional communities in Western Oklahoma.
- B. MCYS agrees that it shall take all necessary steps to comply with all requirements of 10A Okla. Stat.2-7-305 and all standards promulgated by the Oklahoma Office of Juvenile Affairs including:
1. Once the juvenile is in custody of the city and taken to the CIC, MCYS shall take all reasonable steps to locate the child's parent, legal guardian, legal custodian, attorney, or other responsible adult. Once contact as been made, the juvenile shall be released to the personal custody of his or her parent, legal guardian, legal custodian, attorney, or other responsible adult as soon as practical and upon the written promise of such person to return said juvenile to the appropriate court of jurisdiction to answer the charges.
  2. The juvenile shall be held for no longer than is required for processing and assessment up to a maximum twenty-four (24) hours. If no parent, legal guardian, legal custodian, attorney, or other responsible adult appear for the release then custody of juvenile shall be handled pursuant to 10A Okla. Stat.2-7-305.
  3. MCYS shall provide adequate fresh drinking water, adequate food not less than three (3) times in a twenty-four-- (24) hour period, adequate bathroom facilities and bedding. The child's parent, legal guardian, legal custodian, or attorney shall be responsible for any health care costs incurred.
  4. MCYS shall not provide transportation for juveniles held at the CIC.
- C. MCYS further agrees to:
1. Communicate with the Municipal Court and the Police Department in order to ensure effective use of services.
  2. Conduct a brief assessment on each youth, collecting the following information:
    - a) youth's current living situation and who has responsibility for meeting his/her basic needs
    - b) youth's current education status (enrolled, attending, suspended, expelled, dropped out)
    - c) indications that the youth is involved with illegal substances.
    - d) signs that the youth is a victim of violence
    - e) the initial assessment may result in a referral to another agency for more in-depth assessments.
  3. Collect demographic information and enter it into JOLTS (Juvenile On-Line Tracking System) when the system is capable of accepting the data. .
  4. Track the youth through the municipal court system and enter appropriate information into JOLTS.
  5. Maintain records in accordance with State Law and provide the municipality with monthly reports that include but are not limited to the following information:
    - a) Number of juveniles handled from the City
    - b) Operational issues of concern
- D. MCYS agrees to comply with all Local, State and/or Federal requirements concerning operation of a Community Intervention Center for juveniles for the City of Clinton.

E. The City of Clinton agrees to:

1. The City shall maintain an interlocal agreement with the District Court.
2. The City shall enact an ordinance to fine parents who fail to have the juvenile appear in court or assume custody from the CIC in a timely manner according to 10A Okla. Stat.2-7-305 To have all ordinances in place for the municipal court to handle 10A Okla. Stat.2-7-305 juvenile offenses.
3. Assure police department compliance with the criteria established for admission of juveniles to the Community Intervention Center.
4. Provide all necessary transportation of the juvenile while at the CIC.
5. Shall provide for any health care and treatment. The child's parent, legal guardian, legal custodian or attorney shall be responsible for any health care costs incurred.
6. Assist CIC staff in contacting parents who do not have a telephone.

#### **ARTICLE IV: INDEPENDENT CONTRACTOR AND INSURANCE**

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

MCYS is an independent contractor and not an employee of the City of Clinton, and agrees to furnish the following certificate of insurance acceptable to the City, which shall be attached to this agreement.

1. Adequate Worker's Compensation coverage to comply with State laws and Employer's Liability Coverage in a minimum amount of \$100,000.
2. Comprehensive Liability Coverage sufficient to meet the City's maximum liability under the Governmental Tort Claims Act, 51 Okla.Stat. 151 et seq. The Current minimum General Liability Coverage is \$100,000 per person for bodily injury or death and \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single incident or occurrence.

#### **ARTICLE V. INDEMNITY**

MCYS hereby agrees to release, defend, indemnify and save harmless the City of Clinton its officers, agents, and employees from and against any and all loss or of damage to property, injury or death of any person or persons, and from and against any and all claims, damages, suits, costs, etc., in connection with any negligent acts of MCYS in connection with this Agreement. However, MCYS shall not be liable hereunder for any loss occurred by the negligent acts of the City of Clinton, its agents, or employees.

**ARTICLE VI.**

The Parties agree that MCYS may not assign its interest in this Agreement without prior written consent of the City.

In Witness Whereof, the Parties have executed this, Agreement by the signatures of the authorized persons listed as below set forth on the dates therein set out.

Committee of Concern, Inc. dba  
Multi-County Youth Services

Attest:

\_\_\_\_\_  
Byron Cox, Board President

\_\_\_\_\_  
Dan Day, Secretary

PASSED AND APPROVED by the Mayor and City Council of the City of Clinton  
this 3rd day of May 2011.

City of Clinton, Oklahoma

Attest:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK