

MEMORANDUM OF AGREEMENT
BETWEEN
THE OKLAHOMA COUNTY JUVENILE BUREAU
AND
THE CITY OF OKLAHOMA

This Memorandum of Agreement (MOA) is entered into between the Oklahoma County Juvenile Bureau (hereinafter referred to as OCJB) and the City of Oklahoma City (hereinafter referred to as the City).

MOA PERIOD:

This MOA shall begin from the date of execution by the City or July 1, 2010 and continue until funding has expired or the MOA is terminated, June 30, 2011.

PURPOSE OF MOA:

The purpose of this MOA is to allow the parties named above to set forth the terms of a cooperative arrangement between them, whereby OCJB will provide extensive resources to reaching ex-offenders with past or probable future involvement with violent and pervasive gangs in or near the target community.

Program focus through OCJB will be on prevention, intervention, and reentry (post-release) of prisoners back into society; from the Oklahoma County Jail or Oklahoma County Juvenile Detention Center. A Post-Release Program for offenders released could be a combination of post-release supervision, parole or probation in addition to ancillary services to facilitate re-entry.

Additionally, OCJB will oversee programs offering assistance to ex-offenders through services such as mentoring, transitional housing, substance abuse treatment, educational services, family reunification services, and work-readiness based on assessments and recommended case plans. This MOA is developed to enhance existing services being offered through OCJB in an effort to reduce incidents of recidivism amongst the target population. Provision of services through this MOA shall focus on services currently not available from existing resources to facilitate transitioning youth from detention back to the community more adequately equipped to be successful.

This MOA will support the mission of OCJB through the partnership to prevent and control juvenile delinquency through the collaborative efforts of the detention facility, court services, probation programs and new program services to counteract the influences of negative social and economic status of youth.

This service enhancement component will be offered in conjunction with current programs; however it will focus on areas not currently being addressed through existing programs. The program focuses on addressing health risk behaviors for adolescents that are intricately tied to self-esteem, competency, and locus of control and personality factors. The program's goal is to engage youth in the health aspect of social, emotional, economic, physical and spiritual (SEEPS) components of the individual through culturally relevant methodologies (computer technology, contemporary music, arts, theatre and similar avenues that have a significant impact on adolescent culture.

OCJB will assist in collecting and disseminating data and measures as they relate to the use of funds for the initiatives supported by the Comprehensive Anti-Gang Initiative (Project Number 2008-PG-BX-0005) and issue final reports concerning those issues that is necessary for OCPD to meet the terms and conditions of the grant(s) it has received to fund such program.

DUTIES OF THE OCJB:

1. Meet with City designee to identify ex-offenders to receive services under the terms of the grant. This may include prevention, intervention, and/or reentry based services.
2. Utilize qualified graduate level students (focus on criminal justice, human relations, or counseling) to assist with services including conducting assessments, develop treatment plans and reentry services that focus on prevention, intervention and reentry; including SEEPS life skills and mentoring program, addressing anger management, criminal thinking, drug testing, counseling, transportation, housing and family reunification as identified through the assessment process. OCJB will employ two graduate level students to work a maximum of 20 hours (each) per week at a rate of \$13 per hour for a maximum of 60 weeks. Maximum funding to be encumbered for this specific function shall not exceed \$31,200.00.
3. This service enhancement component will be offered in conjunction with current programs; however it will focus on areas not currently being addressed through existing programs. The program focuses on addressing health risk behaviors for adolescents that are intricately tied to self-esteem, competency, and locus of control and personality factors. The program's goal is to engage youth in the health aspect of social, emotional, economic, physical and spiritual (SEEPS) components of the individual through culturally relevant methodologies (computer technology, contemporary music, arts, theatre and similar avenues that have a significant impact on adolescent culture.
4. Maximum Number of offenders to be funded during the cycle of the MOA will not exceed sixty (60) participants at a rate of \$100 per session/per instructor (two instructors) for onsite programming for a maximum of three weeks at four sessions per week. Follow-up transition/mentoring will include an additional three weeks of weekly contact with participants at no additional cost to the funding source. During this weekly contact, staff will reinforce to tools, skill sets, and training the participant was exposed to support successful outcomes. This six week program/12 sessions and three additional weeks of transition/mentoring follow-up; in combination with the existing three additional weeks of transition/mentoring follow-up; in combination with the existing three week/12 session life skills program.
5. Services shall conducted in coordination with any legal requirements to include courts, probation and parole and sentencing requirements which may include coordination of services for the offender's family.
6. Meet monthly to report statistical data and review services to evaluate effectiveness in meeting grant goals and objectives.
7. Assist, to the extent reasonable, OCPD in preparation of its necessary reports to the agency or agencies providing grants to fund the program.
8. Provide statistical data to the Anti-Gang Program staff as designated by OCPD on a monthly basis and supporting detailed invoices for billing. Direct services to participant's can be facilitated by the assignment of a unique identifying number that is attached to the pre-approved participant for billing and reconciliation purposes and to ensure required identifying information remains protected.

DUTIES OF THE OCPD:

1. Provide OCJB with a synopsis of all required information related to grant services.
2. Keep OCJB advised and informed with regards to any necessary deadlines or specific requirements concerning programming.
3. Meet with OCJB to identify potential participants approved prior to service delivery, review statistical data and services, and evaluate effectiveness in meeting grant goals and objectives
4. Review monthly invoices for approval follows:
 - a. Reconciliation of billing to reflect pre-approved program participants on a fee for service basis

- b. Approval of billing and submission to the OCPD Business Manager for reimbursement monthly.

AVAILABILITY OF FUNDING:

The parties agree that the OCJB will not incur more than one hundred forty-four thousand (\$144,000) in charges and/or costs for services without prior written authorization from the City. The City, through OCPD Business Manager, agrees to pay said charges as set forth herein within thirty (30) days after receipt of a properly detailed and supported invoice. This MOA is contingent upon the City continuing to receive grant funds to fund this particular program. It is also contingent upon the OCJB having sufficient personnel and resources to dedicate to the purpose of providing the services detailed herein.

AMENDMENTS AND CANCELLATION:

Any modifications or amendments to this MOA shall be in writing, dated, and executed by proper representatives of both OCJB and the City. This MOA shall be in force until the expiration date, or until 30 days after notice has been given by either party of its desire to cancel. Either party may cancel said MOA for any reason. Notification of cancellation shall be by certified mail to the business address of record of said party.

CONTACT PERSONS:

For the purposes of this MOA, all contacts with OCJB shall be directed to its representative: Christie Sweat, Chief of Court Services at telephone number (405) 713-6477.

For the purposes of this MOA, all contacts with OCPD shall be directed to its representative: Sgt. Vanessa Price at telephone number 405.682-7019.

PARTIES RELATIONSHIP TO EACH OTHER:

Each party to this MOA is independent and separate from each other. As such, neither is an agent or employee of the other. Neither party nor any of its officers, employees, agents, or members shall have the authority to bind the other.

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. Both the OCJB and the City shall be responsible for the acts and omissions of its officers, and employees while acting within the scope of their employment as set forth by the Governmental Tort Claims Act, Title 51 Oklahoma Statutes §151 *et seq.*

It is the express intention of the parties to this MOA that this agreement shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint or several liability.

ENTIRE AGREEMENT:

This MOA represents all the terms and conditions agreed upon by the parties. No other Agreements or representations, oral or otherwise, regarding the subject matter of this MOA shall be deemed to exist or to bind any of the parties hereto.

**ADDENDUM
TO THE
“DUTIES OF THE OCJB”
IN THE
MEMORANDUM OF AGREEMENT
BETWEEN
THE OKLAHOMA COUNTY JUVENILE BUREAU
AND
THE CITY OF OKLAHOMA CITY**

DUTIES OF THE OCJB:

1. The OCJB has agreed that funding is already in place with the City of OKC, it is not a grant that is being applied for but one that has been secured through a federal anti-gang grant.
2. The OCJB has agreed that funding will come from the City of OKC on a reimbursement basis.
3. The grant should run for approximately sixteen (16) additional months and all services will be rendered directly to the OCJB for that period of time. There is no expectation that the program will continue beyond the life of the grant referred to in the MOA, at which time other financial funding will concur.
4. The OCJB has agreed that monies will be available to provide the salaries of two (2) graduate level students that have been appointed by the OCPD.

Approved:


OCJB:

The City of Oklahoma City:



Lawrence E. Hicks, Director

Mick Cornett, Mayor



Richard W. Kirby
Administrative Judge
Juvenile Division

Board of County Commissioners,
Richard Vaughn, Chairman

Willa Johnson, Member

Brian Maughn, Member

Dated this _____ day of _____, 2010