



DATE: May 3, 2024

TO: Darrel Pyle
City Manager

FROM: Ricky Jackson
Deputy Chief

SUBJECT: Request to Pay Pivot, Inc. for CIC Usage

Greetings, sir; the police department has received a request from Pivot Inc., a local non-profit organization providing services to at-risk young people, to pay for pending services. Over the past few years, Pivot has accepted our "In need of Supervision" / juvenile offenders without charge. Pivot has filled this role after the Norman Shelter (Crossroads Youth and Family Center) lost its funding.

Their fiscal year runs concurrent with ours (July 1 through June 30), and during our and Pivot's current fiscal year (FYE 24,) NPD transports to Pivot have dramatically increased. Pivot will continue to accept our juveniles for the remainder of this fiscal year but is requesting payment of \$30,000 for FYE 25, beginning July 1, 2024. I have submitted the contract / MOU to City Legal for review and approval. Pivot, Inc. is a local sole source vendor.

The special funding received in FYE 23 for drug/crime education & community outreach will fund this request. \$37,500 is encumbered and will be released, upon approval, in 10660322-44769, Misc Svs-Community Outreach.

I request that you approve the contract and purchase of services after the invoice.

Attached document(s):
- Benefits of Using C.I.C. Bullet Points

RLJ/rlj

Reviewed by: Ricky Knighton, City Legal
Reviewed by: Clint Mercer, Chief Accountant
Reviewed by: Anthony Francisco, Finance Director

Reviewed by: Darrel Pyle, City Manager

Approve: Date: 5-13-24
Disapprove: _____ Date: _____

office memorandum

**PROFESSIONAL SERVICES AGREEMENT FOR THE OPERATION OF A
COMMUNITY INTERVENTION CENTER**

This Agreement is made and entered into on this 2nd day of May, 2024, by and between Pivot, Inc., hereinafter referred to as "Contractor," and the City of Norman, a municipal corporation and the Norman Police Department, hereinafter referred to as "the City."

WITNESSETH:

WHEREAS the City needs a professional services agreement 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 or who are alleged to need supervision and for whom detention is inappropriate or unavailable; and

WHEREAS the Contractor desires to perform such a service; and

WHEREAS the Contractor is qualified to perform such a service and is certified by the State of Oklahoma Office of Juvenile Affairs to do so; and

NOW, THEREFORE, in consideration of the covenants, agreements, and representations as hereinafter set forth, it is mutually agreed by the parties that:

I. AGREEMENT TERM

The term of this Agreement shall be from July 1, 2024 through June 30, 2025.

II. COMPENSATION

The City shall pay the Contractor. The Contractor shall accept from the City, as full payment for contractors' services hereunder, compensation in the amount of \$30,000.00 to be paid in 4 equal quarterly payments in the amount of \$7,500.00. Under the terms of this Agreement, the City shall compensate the Contractor for expenses incurred in the operation of the CIC in an amount not to exceed the total contract price. The Contractor shall submit to the City invoices for services provided in the preceding quarter. The Contractor shall provide the City with invoices and supporting documentation as required by the City.

III. TERMINATION

In the event Contractor fails to meet the terms and conditions of the Agreement or fails to provide services in accordance with the Agreement, the City may, upon written notice of default to Contractor, cancel the Agreement. Such cancellation shall not be an exclusive remedy but in addition to any other rights and remedies provided by law. This Agreement may be terminated by mutual consent or by either party, with or without cause, by giving written notice to the other Party thirty (30) days before the termination date. In the event of cancellation or termination of this Agreement, the City shall owe the Contractor a pro

rata portion of the current quarter for the portion of services up to the termination date or date of cancellation.

IV. SCOPE OF SERVICES

Contractor agrees, during the term of this Agreement, to operate a community intervention center (CIC) 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 or who are alleged to be in need of supervision and for whom detention is inappropriate or unavailable.

The CIC shall be operational twenty-four (24) hours a day, seven (7) days a week. The CIC 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 or who are alleged to be in need of supervision and for whom detention is inappropriate or unavailable. The CIC must be a secure facility. Juveniles held in the CIC shall not be isolated from communal areas other than short-term protective holding for combative or self-destructive behavior, as defined by the Office of Juvenile Affairs. Juveniles shall not be held in a CIC for more than twenty-four (24) hours.

A. The Contractor shall perform the following functions:

1. Receive juveniles taken into custody by law enforcement for an alleged violation of a municipal ordinance or state law or who are alleged in need of supervision and for whom detention is inappropriate or unavailable.
2. Receive juveniles taken into custody by law enforcement for unlawful behavior, which would constitute a felony if committed by an adult and for whom secure detention is inappropriate or unavailable.
3. Enter demographic information into the management information system provided for in Section 7302-3 of Title 10, utilizing the questions contained in attached Exhibits 1 and 2.
4. Within 30 minutes of the juvenile's arrival at the CIC, notify the parents or parent, guardian, or other person legally responsible for the juvenile's care, or if such legally responsible person is unavailable, the adult with whom the juvenile resides, that the juvenile has been taken into custody and to pick up the juvenile.
5. Hold juveniles until they can be released to a parent, guardian, or other responsible adult or until a temporary placement can be secured, but in no event for longer than twenty-four (24) hours.
6. Photograph all juveniles alleged to have committed an offense and fingerprint those juveniles alleged to have committed an offense, which would be a felony if committed by an adult.
7. Shall obtain and keep in force a certification issued by OJA (attached hereto as Exhibit 3). Rules promulgated by OJA shall establish such certification and the standards necessary for accreditation.

8. Shall provide such care and services as are required to obtain and maintain certification as a CIC.

B. The Contractor may gather information to determine if the juvenile needs immediate physical medical or mental health attention.

V. STATE AND FEDERAL LAWS

The Contractor shall be subject to all applicable state and federal laws, rules, and regulations and all amendments to them. The Contractor shall devote special attention to their responsibilities under State Statutes. Observance and compliance with the requirements thereof shall be the subcontractor's responsibility without reliance on or direction from the Office of Juvenile Affairs (OJA) and/or the City.

VI. DRUG-FREE WORKPLACE ACT

In compliance with the Drug-Free Workplace Act, the Contractor shall provide a drug-free workplace by establishing policies, awareness programs, and notification processes. Contractor shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance. Contractor shall certify compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Section 76.605 and 76.610.

The Contractor shall maintain a policy for testing employees and job applicants for the use of alcohol and illegal drugs. The policy must be consistent with OJA's rules, policies, and procedures for drug and alcohol testing.

VII. EQUAL OPPORTUNITY EMPLOYER

The Contractor assures it is an Equal Opportunity Employer and complies with the 1964 Civil Rights Act, Title 9 of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375.

VIII. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall meet mandatory standards and policies relating to energy efficiency in compliance with the Energy Policy and Conservation Act.

IX. AMERICANS WITH DISABILITIES ACT

The Contractor shall comply with the Americans with Disabilities Act of 1990 and all amendments and requirements imposed by the regulations issued under this Act.

X. RELEASE OF PERSONAL INFORMATION

Contractor shall comply with OJA's requirements pertaining to the protection, use, and release of personal information and applicable State laws found in Title 10, Section 7307-1.1, et seq. Contractor shall hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, evaluations, and all other records of the individual.

XI. ADMINISTRATIVE RULES

The Contractor shall comply with administrative rules promulgated by the Board of Juvenile Affairs, as such rules may be modified or amended.

XII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Contractors, its agents, vendors, officers, and employees acknowledge that it may have, or may obtain, access to confidential, protected health information, including Individually identifiable health information. The Contractor may solely use the protected health information to perform its duties and responsibilities under the Agreement. The Contractor shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA (Health Insurance Portability and Accountability)), as may be amended.

XIII. VIOLATIONS

The Contractor shall immediately notify the City and OJA of any violations of, or suspected violations of, laws, regulations, or pricing agreement/contract terms. The Contractor agrees to fully pursue violations of laws, including termination of employment, notification to law enforcement officials, and filing of charges when supported by sufficient evidence. The Contractor agrees that the City and OJA will have access to all records relevant to the violations or suspected violations to determine the impact on the Contractor's performance of the Agreement.

XIV. NONDISCRIMINATION

In connection with the performance of work and/or services under this Agreement, the Contractor agrees as follows:

(a) Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Contractor shall take action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, religion, sex, national origin, ancestry, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

recruiting or recruitment, advertising, layoff, termination, or cancellation, pay rates, other forms of compensation, and selection for training, including apprenticeship.

(b) In the event of the Contractor's noncompliance with this nondiscrimination clause, the Clients may suspend, cancel, or terminate this Agreement. The Clients may declare the Contractor ineligible for further contracts or agreements until compliance and/or satisfactory proof of intent to

(c) Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Agreement.

XV. ANTI-COLLUSION

The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement. The Contractor further warrants that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor to any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

XVI. INDEMNITY

Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, and its officers, directors, employees, agents, representatives, successors, and assigns, (collectively, the "Indemnified Party"), from and against any and all claims, suits, actions, causes of action, and proceedings and any and all related liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") asserted against or incurred by the Indemnified Party if and to the extent caused by the Indemnifying Party's material breach of any term or provision of this Addendum or the negligence or willful misconduct of the Indemnifying Party, or its employees, representatives, or contractors. If and to the extent that Losses are caused by the joint conduct of the parties, then a party's duty of indemnification shall be in proportion to that party's contribution to the cause of such Losses.

XVII. INSURANCE

Contractor shall provide, pay for, carry and maintain the types of insurance described herein with companies eligible to do business in the State of Oklahoma throughout the term of this Agreement.

All liability policies shall provide that the City of Norman is named as an additional insured as to the acts and omissions of Contractor. A certificate of insurance on the form approved by the City shall be provided to the City with the execution of this Agreement by the Contractor. The certificate shall provide that the policy is not cancelled or modified to reduce the amount of coverage without thirty (30) day prior written notice to and approval by the City.

A. All liability policies (except professional liability policies) shall provide the City including employees and agents are named added insureds as to the acts and omissions of Contractor under this Agreement. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance. The

certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided upon request to the City on a timely basis. The required policies of insurance shall be performable in Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

The City shall be given written notice by registered or certified mail no less than thirty (30) days prior to any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, Contractor shall immediately notify the City and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, Contractor hereby agrees to promptly authorize and have delivered to the City such statement. The contractor authorizes the City to confirm all information so furnished as the Contractor's compliance with these insurance requirements with Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of Contractor shall be primary to any insurance or self-insurance program carried by the City.

- B. Contractor shall not commence any services unless and until the required insurance is in effect and the required certificates of insurance are provided.
- C. The amounts of such insurance shall be not less than the City of Norman's several maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time, and which currently are:
- D.
 - i. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - ii. All other liability in an amount not less than One Hundred Twenty-Five Thousand Dollars (\$125,000) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - iii. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000) for any number of claims arising out of a single accident or occurrence.
- E. Automobile insurance shall be maintained by the Contractor as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. The amounts of such insurance shall be not less than the City of Norman's several maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time, and which currently are:
 - i. Bodily injury liability:
 \$125,000.00 (limit each person); and
 \$1,000,000.00 (limit each occurrence); and
 - ii. Property damage liability:

- iii. \$25,000.00 (limit each person); and
\$1,000,000.00 (limit each occurrence); and
Bodily injury and property damage liability:
\$1,000,000.00 (combined single limit each accident).

XVIII. NOTICES

If either party shall desire or is required to give notice to the other, such notice shall be given in writing, via email, and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to the recipient as follows:

To: PIVOT, INC.
Jennifer Goodrich, President & CEO
201 NE 50th Street
Oklahoma City, Ok 73105
Jennifer.Goodrich@pivotok.org

To: CITY:

Kevin Foster, Chief of Police
201 W. Gray Street
Norman, OK 73069
kevin.foster@NormanOK.gov

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

XIX. MISCELLANEOUS

- A. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
- B. Severability: If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- C. Governing Law, Venue: This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

D. Binding Effect: All the terms, covenants and conditions hereof shall be binding upon and incur to the benefit of the respective successors and assigns of the parties hereto.

E. Authority: Each party hereto has the legal right, power, and authority to enter into this Agreement. Each party's execution, delivery and performance of this Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery, and performance of this Agreement, except as expressly set forth herein.

F. Relationship of Parties: This Agreement does not create any partnership or joint venture between the parties hereto or render any party liable for any of the debts or obligations of the other party. Neither party shall be deemed to be an agent or representative of the other.

G. Entire Agreement; Amendments: This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto.


H. Assignment: This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld.

I. Non-waiver: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

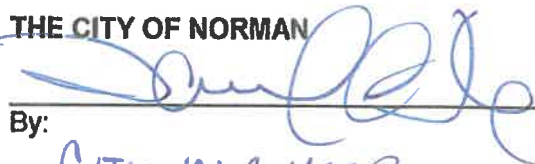
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IN WITNESS WHEREOF, the parties hereunto set their hands and seal the date first above written.

PIVOT, INC.


By: _____
President & CEO
Title
Jennifer Goodrich
Printed Name

THE CITY OF NORMAN


By: _____
CITY MANAGER
Title
DARREL L. Pyle
Printed Name

Approved as to form and legality by the office of the City Attorney this 1st day of May, 2024.



ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) OKLAHOMA
 COUNTY OF CLEVELAND)

ss:

Before me, a Notary Public in and for the State of Oklahoma, on this 2nd day of May, 2024, personally appeared Jenifer Goodrich, to me known to be the identical person who subscribed their names to the foregoing instrument as their free act and voluntary deed for the uses and purposes therein set forth.

Melissa Russell
 NOTARY PUBLIC

My Commission No. 18008177 Expires: 08/16/2026

[SEAL]



ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
 COUNTY OF CLEVELAND)

ss:

Before me, a Notary Public in and for the State of Oklahoma, on this 13th day of May, 2024, personally appeared Darrel Pyle, to me known to be the identical person who subscribed their names to the foregoing instrument as their free act and voluntary deed for the uses and purposes therein set forth.

Jamie Meyer
 NOTARY PUBLIC

My Commission No. 23005588 Expires: 4-21-27

[SEAL]

