

INTERAGENCY AGREEMENT

The Tulsa Area Community Intervention Center, being operated by the Tulsa County Juvenile Detention Home, agrees to provide services to local municipalities regarding police officer contact with Tulsa County juvenile offenders. The City of Broken Arrow, Oklahoma on behalf of the Broken Arrow Police Department, being one of the municipalities served, agrees to access said services and to monetarily support the continued operation of the Tulsa Area Community Intervention Center, hereafter referred to as TACIC. The guidelines for the implementation of services are as follows:

TACIC will:

- Assist law enforcement officers by providing a 24 hour, 7 days a week, short-term retaining facility for quick drop-off of arrested juveniles so officers can return to their duties to the community, on an “as available” basis;
- Provide a safe and secure environment for juveniles who have been arrested for violation of a municipal ordinance or state law;
- Help reduce recidivism of juvenile offenders by delivering intervention for delinquent behavior;
- Detect and address the underlying causes of delinquent or problem behaviors on the front end as a preventative measure;
- Intervene before problems escalate into chronic or more serious offenses;
- Create a more effective and efficient alliance between police, parents, juvenile justice and treatment providers;
- Provide intake assessments, which include:
 - ▶ Verification of Youthful Offense
 - ▶ Verification of Detention eligibility
 - ▶ Intake screening using the OJA-5 Assessment Tool
 1. Enter/Update JOLTS
 2. Juvenile Justice Background Information
 3. Secure Signed Promise to Appear
 4. Community Referrals
 5. Release to Parent, Guardian, or an approved Responsible Adult
 6. Transmit Information to Court Systems (Both Municipal and District)

Broken Arrow Police Department will utilize services as needed by:

- Transporting juvenile offenders to TACIC's secure facility at 500 West Archer St., Tulsa, OK 74103, phone number 918-596-5932;
- Officers will cooperate with TACIC staff regarding intake procedures;
- Officers will deliver juvenile offenders across the hall to Tulsa County Juvenile Detention Home located at the same address above, should detention stays be applicable; and,
- Officers will be responsive to call-back by TACIC staff should more information be needed, or additional charges apply (contraband, destruction of public property, staff assault).

In consideration of the above-mentioned services, Broken Arrow Police Department agrees to pay the Tulsa County Juvenile Detention Home a fee of nine hundred forty-four and 38/100 dollars (\$944.38) for each juvenile admitted, which represents the average cost per juvenile as averaged over the previous three (3) fiscal years. The amount shall be billed each month and payable within 30 days. During any subsequent renewal term, this fee shall be adjusted based on the recalculated average cost per juvenile over the previous 3 fiscal years. Juveniles admitted to TACIC but later transferred to full detention in the Juvenile Detention Home shall not be billed.

In consideration of the above payment, TACIC agrees to offer services and admit eligible juveniles during the fiscal year beginning July 1, 2025 through June 30, 2026.

Miscellaneous provisions:

- a. This agreement may be revised and/or renewed annually, providing both parties agree on the revisions and/or renewal. This agreement is only active upon both parties' signatures.
- b. Broken Arrow Police Department will take reasonable steps to verify whether a juvenile is an enrolled member of any Indian tribe and disclose such status to TACIC prior to admission. TACIC will not accept any Indian Juvenile for admission without legal authority to do so.
- c. Juvenile Detention may cancel this Agreement without penalty with 30 days' notice Broken Arrow Police Department. Juvenile Detention may cancel the Agreement immediately upon cessation of operations at the CIC, or any event that would frustrate the purpose of the agreement.
- d. Both parties recognize that the other is subject to the Oklahoma Governmental Tort Claims Act, and without waiving any defenses under said act, each party agrees to bear responsibility for its own acts and omissions.
- e. This Agreement shall be binding upon the City of Broken Arrow and the Board of County Commissioners of Tulsa County and their respective successors, heirs, legal representatives and permitted assigns.
- f. 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.

Notwithstanding the foregoing, this Agreement will terminate immediately upon the failure of either party to appropriate sufficient funds to perform the terms of this Agreement and the same will become null and void without further action of the Parties.

- g. This agreement constitutes the entire agreement between the parties and supersedes any prior agreement between the parties.
- h. 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.
- i. This Agreement may be amended only by a written instrument signed by the parties.
- j. This Agreement is between Broken Arrow Police Department 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.
- k. 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.

- l. 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.
- m. 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.
- n. 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 three business days after such notice is deposited with the United States Postal Service, or carrier service such as Federal Express, and addressed as follows:

If to the Broken Arrow Police Department:
1101 North Sixth St. Broken Arrow OK. 74012
The City of Broken Arrow address

Or by email to: dparker@tulsacounty.org

If to the County of Tulsa: Tulsa County Board of Commissioners
218 W. 6th St
Tulsa, Oklahoma 74103
Attn: District Attorney.

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.

Agreement Signatures

The City of Broken Arrow

Date: _____

Tulsa County Board of County Commissioners (For Tulsa County Juvenile Detention Home)

Chair

Attest:

Approved to form:

County Clerk

Assistant District Attorney