

AGREEMENT
between
The City of Oklahoma City
and

The Oklahoma Department of Mental Health and Substance Abuse

This Agreement is entered into by The City of Oklahoma City, Oklahoma, a municipal corporation (hereinafter “the City”) and the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) to delineate the responsibilities of the parties in working together with ODMHSAS community outreach teams to help those individuals in the City with serious mental illness.

I.HISTORY

The ODMHSAS and the City by and through the City of Oklahoma City Police Department (OKCPD) have enjoyed a long history of partnership. Many collaborative efforts continue to occur due to the shared need of protecting the most vulnerable of Oklahoma City’s citizens, those with serious mental illness (SMI) with the scarce resources of both Departments. One of great note is the training of police officers in crisis intervention (CIT). The Departments share training duties. The training is a success and through grant funding, it occurs not only in Oklahoma City, but all around the state.

II. PURPOSE

The shared goal of the parties is to more effectively engage and work with individuals with diagnosed serious mental illness to provide effective treatment in order to assist those individuals in living safely and successfully in the community.

III. TERM

The term of this Agreement commences on the date when duly approved by all parties and shall continue through July 1, 2022 ending on June 30, 2023, unless terminated pursuant to the provisions of this Agreement.

IV. COMPENSATION

| Contract Line | Federal Funding | CFDA# | Amount |
|--|-----------------|-----------|--------------|
| Assisted Outpatient Treatment II - Pathway to Recovery Grant - Federal (July 1-July 30) | X | 939970000 | \$10,227.83 |
| Assisted Outpatient Treatment II - Pathway to Recovery Grant - Federal (July 31-June 30) | X | 939970000 | \$112,506.17 |

V. TERMINATION

This Agreement may be terminated by any party for any reason or for no reason, upon thirty (30) days written notice to other party.

VI. NOTICES

All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the following addresses:

If to the City: Mayor, the City of Oklahoma City
200 North Walker Ave.
Oklahoma City, OK 74102

Chief of Police of Oklahoma City
700 Colcord Drive
Oklahoma City, OK 74102

If to ODMHSAS: ODMHSAS
Attn: Bryan Wiewel
2000 North Classen 2-600
Oklahoma City, OK 73106

Notice will be deemed to have been given upon the expiration of 36 hours after mailing if sent by First Class United States Mail or by courier.

VII. DUTIES OF CITY

In furtherance of the purpose of this Agreement, the OKCPD agrees to be responsible for the following:

1. Coordinate with ODMHSAS, in advance, to plan and schedule planned community outreach team contacts with mental health consumers.
2. Provide one full-time CIT trained OKCPD Police Officer to work with and participate in the community outreach team contacts with merited health consumers.
3. Provide one OKCPD supervisor for the OKCPD community outreach assigned officer to coordinate and work with ODMHSAS and the outreach team project.
4. Work with ODMHSAS and other community related and involved entities to prepare training for the community outreach team managers. The training curriculum will include but not be limited to safety protocols, applicable state and constitutional law, motivational intervention techniques, cognitive behavioral techniques and de-escalation techniques.

5. The participating outreach team officer shall confirm any team contact with a mental health consumer will occur in the corporate city limits of the City of Oklahoma City. The OKCPD officer will not participate in any such contacts outside city limits, absent exigent circumstances.
6. The police officer shall comply with all statutory and constitutional law, the policies, procedures and written directions of the OKCPD at all times.
7. The police officer shall assume protective custody of a seriously mental ill person and transport him or her to a duly authorized mental health facility only when authorized by law.

VIII. ADDITIONAL DUTIES AND RESPONSIBILITIES

In furtherance of the purpose of this Agreement, the OKCPD agrees to be responsible for the following:

1. **Supervision and Control:**

- a) Responsibility for conduct and performance shall remain with the respecting agency supervisor of the employee team member.
- b) Each team member will report to his or her respective agency supervisor for administrative matters.
- c) Enforcement of the laws, regulations, policies and personnel rules of each team member shall be the responsibility of the employing agency.

2. **Reports and Records:**

Each team member shall prepare and maintain appropriate reports and records in compliance with the procedures of his or her respective agency. All confidential or privileged information shall not be disclosed or shared except as allowed by law.

3. **Police Action:**

Police are generally empowered to enforce and preserve the public peace, safety and health by the enforcement of the laws of the city and state, subject to the constitution. Moreover, police may not “affirmatively intervene” in non-criminal matters. Thus, any enforcement of civil court process shall be referred to the appropriate sheriff’s office.

4. **DISPUTES:**

The parties agree to work together to resolve disputes and where necessary refer such issues to their respective supervisors.

IX. DUTIES OF ODMHSAS

In furtherance of the purpose of this Agreement, the ODMHSAS agrees to be responsible for the following:

1. Create a community outreach team, consisting of a certified case manager and a certified peer recovery support specialist.
2. Identify individuals with serious mental illness who are residing within the corporate city limits of Oklahoma City who in order for the community outreach team to make contact with them, when these individuals:
 - a) May not realize the importance of treatment;
 - b) Might be avoiding treatment;
 - c) Are refusing treatment; and/or
 - d) Are possibly not taking prescribed medication.
3. Identify those individuals to be contacted who have a recent history of violent behavior or who live in an area with known violence.
4. Coordinate with OKCPD to plan and schedule planned community outreach team contacts with mental health consumers in advance.
5. Ensure the community outreach team has at-least one licensed mental health professional, (LMHP) immediately available to the community outreach teams, as defined in Section 5-507 of Title 43A, to:
 - a) Determine whether an individual is a person requiring treatment as defined in Section 1702 of Title 43A so as to require taking that person into protective custody as allowed by law;
 - b) The LMHP will complete the necessary written statement indicating the basis for the belief that the person needs immediate treatment;
 - c) The LMHP will identify and coordinate, as appropriate, with facility designated by the Commission of Mental Health and Substance Abuse Services for an initial assessment.
6. Work with the OKCPD and other community related and involved entities to prepare training for the community outreach team members. The training curriculum will include but not be limited to safety protocols, applicable state and constitutional law, motivational interview techniques, cognitive behavioral techniques and de-escalation techniques.

7. ODMHSAS agrees to fund one full-time OKCPD police officer position, including a combination of salary, benefits such as fringe, supplies, and equipment not to exceed \$122,734.00 for one year, with three (3) possible extensions, subject to the necessary approvals of the parties.
- a) This compensation totaling \$122,734.00 was derived at a projected amount of \$99,816.00 for salary, \$0 for overtime and \$22,918.00 for benefits.
 - b) The total annual sum shall be paid on a pro rata share of \$10,227.83 monthly, no later than the 15th day of each month.
 - c) ODMHSAS agrees to use due diligence to pay the money pro rata compensation to the OKCPD.
 - d) In the event of the termination of the Agreement as set forth herein, the compensation owed will be reduced to account for the unexpired term.

Please mail invoices to;
ODMHSAS
2000 N Classen Blvd., Suite 2-600
Oklahoma City, Oklahoma 73106

Or e-mail to – contracts@odmhsas.org

X. LIABILITY

Each party shall be solely responsible for the acts of its own police officers, employees, users and agents taken under this Agreement but not for the acts of the public officers, employees or agents of the other party. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between the parties. The City shall assume no liability for the acts and omissions of the ODMHSAS while performing its services and that all salaries, insurance or any and all other benefits will be the sole responsibility of ODMHSAS. The ODMHSAS shall assume no liability for the acts and omissions of the City employees or agents while performing their services. Both parties herein shall be exclusively liable for loss resulting from tort or the torts of the employees acting within the scope of their employment as provided by law, including but not limited to the Governmental Tort Claims Act, Title 51 O.S. Sections 151, *et seq.*

XI. CHOICE OF LAW: JURISDICTION

This Agreement will be interpreted in accordance with the laws of the State of Oklahoma and applicable federal law, without any strict construction in favor of or against either party. The state and federal courts located in Oklahoma County, Oklahoma will have exclusive jurisdiction and venue over any dispute or controversy arising from or relating to this Agreement or its subject matter

XII. NO AGENCY

No joint venture, partnership, employment, or agency relationship exists between the City and ODMHSAS as a result of this Agreement.

XIII. NO SEPARATE LEGAL ENTITY

No separate legal entity shall be deemed created by virtue of this Agreement.

XIV. AMENDMENTS

Any amendments to this Agreement must be in writing and approved by the parties in order to be binding pursuant to this Agreement.

XVI. NO WAIVER

The failure of either party to enforce any right or provision of this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to in writing.

XVII. SIGNATURES

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE APPROVED THIS Agreement and authorized the signatures below as of the dates there set out.

THE CITY OF OKLAHOMA CITY, OKLAHOMA

A Municipal Corporation

By: David Holt
Mayor

Date: November 22, 2022

ATTEST:

By: Amy K. Simpson
City Clerk



APPROVED AS TO FORM:

By: [Signature]
Assistant City Attorney

OKLAHOMA DEPARTMENT OF MENTAL
HEALTH AND SUBSTANCE ABUSE

By: [Signature]
Durand Crosby
Chief Operating Officer

