

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE OKLAHOMA COUNTY CRIMINAL JUSTICE
AUTHORITY AND OKLAHOMA COUNTY DIVERSION HUB, INC.**

Based upon the following recitals, the Oklahoma County Criminal Justice Authority (hereinafter OCCJA or Authority) and Oklahoma County Diversion Hub, Inc., (hereinafter Diversion Hub) enter into this Agreement to become effective upon its approval by all parties.

ARTICLE I: RECITALS

WHEREAS, the Oklahoma County Criminal Justice Authority is a public trust created pursuant to 60 Okla. Stat. § 176 *et seq.* By the authority of the Trust Indenture accepted by the Oklahoma County on May 22, 2020, as amended, and in accordance with 19 Okla. Stat. § 513.2, the Authority is empowered to carry out the functions of operating and managing the Oklahoma County Detention Center in accordance with the laws of the State of Oklahoma. Pursuant to Article VIII of the Trust Indenture, the Authority is empowered to enter into contracts as necessary to perform its duties.

WHEREAS, Oklahoma County Diversion Hub, Inc. is a not-for-profit organization dedicated to reducing high incarceration rates by filling critical gaps in support for those involved in the criminal legal justice system through the provision of resources, services, and programs.

WHEREAS, the joint and collective purpose of this Agreement is to improve public safety, reduce jail population rates, and provide programing and services to persons detained in the Oklahoma County Detention Center.

ARTICLE II: GENERAL TERMS AND CONDITIONS

A. This Agreement shall become effective upon approval of all parties thereto and end on June 30, 2026. This Agreement shall automatically renew for successive one (1) year periods unless cancelled by either party in accordance with Article V.

B. This Agreement constitutes all of the terms and conditions agreed upon by the parties and no party, agent, administrator, or their employees may alter or change the terms hereof. Further, no party shall be bound by any statement or representation not in conformity with this Agreement.

C. Titles of Paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

D. The terms of this Agreement may be amended as required by law or as may be in the interests of the parties. Any such modification and its effective date will be agreed upon by all parties in writing.

E. A waiver by the parties of any provision of this Agreement must be in writing and signed by the parties hereto.

F. The rights and duties under this Agreement are not assignable except upon prior written consent of the parties hereto.

ARTICLE III: DUTIES OF THE AUTHORITY

Duties of the Oklahoma County Criminal Justice Authority acting through the Jail Administrator of the Oklahoma County Detention Center are as follows and no other.

A. Provide sufficient on-site space, to include phone service and utilities, at the Detention Center for use by employees of Diversion Hub in the performance of duties under this Agreement.

B. Conduct background investigations of employees of Diversion Hub who will provide programs and services to persons detained within the secure areas of the Detention Center.

C. Provide training to employees of Diversion Hub who will have direct contact with persons detained within the secure areas of the Detention Center.

ARTICLE IV: DUTIES OF DIVERSION HUB

Duties of Diversion Hub are as follows and no other.

A. Design and implement a system of education and programing for inmates of the Detention Center to include, but not be limited to, needs and skills assessments, literacy classes, high school equivalency courses and testing, parenting classes, substance abuse and other peer support programs, and reentry preparation and coordination.

B. Subject to approval of the Jail Administrator, provide sufficient qualified staff to perform assessments and deliver services to inmates of the Detention Center.

C. Provide programming tools and materials to be used in the delivery of services to inmates of the Detention Center.

D. Provide all necessary furniture, fixtures, and equipment to be used in the delivery of services provided to inmates of the Detention Center.

E. Assist in securing donor and grant funding and monitoring to support services provided to inmates of the Detention Center.

ARTICLE V: TERMINATION OF THE AGREEMENT

Either party may terminate this Agreement by giving thirty (30) days advance written notice to the other party. Written notice will be given in compliance with Article X of this Agreement.

ARTICLE VI: RELATIONSHIP OF THE PARTIES

This Agreement does not create an employment relationship, a joint employment relationship, a borrowed servant relationship, an agency relationship, a joint venture, or an association between the parties.

ARTICLE VII: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended by the Parties, nor shall the Agreement be construed to confer upon any person or legal entity not a party to this agreement any right, remedy, or claim, equitable or legal, under or by reason of this Agreement or any provision hereof. All provisions, conditions, and terms of this Agreement are intended to be and are for the exclusive benefits of the Authority and Diversion Hub. Nothing herein shall be construed as consent by a political subdivision of the State of Oklahoma to be sued by third parties or that this Agreement can be used in any litigation by third parties.

ARTICLE VIII: LIABILITY

The parties will be solely responsible for the acts or omissions of their own employees or agents in performing this Agreement, subject to the limitations described in the Governmental Tort Claims Act, 51 Okla. Stat. § 151 *et seq.* and shall not be responsible for the acts or omissions of others. Each party reserves all rights and defenses available at law or in equity, the terms herein shall not in any way constitute a waiver of such rights or defenses.

ARTICLE IX: SEVERABILITY CLAUSE

If any provision of this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

ARTICLE X: NOTICES

All notices, designations, consents, offers, acceptances, or any other communication provided for herein will be given in writing and delivered by First Class U.S. Mail, by receipted hand delivery, or other similar and reliable carrier and addressed to each party as stated below. Notice will be deemed to be provided at the time it is actually received or within five days after deposited in First Class U.S. Mail.

Oklahoma County Criminal Justice Authority
c/o Office of the County Clerk
320 Robert S. Kerr, 2nd Floor
Oklahoma City, OK 73102

Oklahoma County Diversion Hub, Inc.
220 NW 10th Street
Oklahoma City, OK 73103

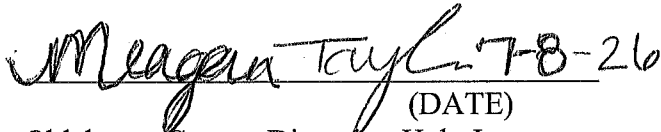
ARTICLE XI: AUTHORIZATION

Each party to this Agreement represents and warrants to the other that they have the right, power, and authority to enter into and perform their obligations under this Agreement. By their signatures hereto, the parties represent that all requisite action to approve execution, delivery, and performance of this Agreement has been taken and that this Agreement constitutes a legal, valid, and binding obligation to the entity he or she represents in accordance with its terms.

ARTICLE XII: EXECUTION

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above agreement and caused their duly authorized representatives to execute this Agreement.



(DATE)
Oklahoma County Diversion Hub, Inc.

Chairman (DATE)
Oklahoma County Criminal Justice Authority

ATTEST:

Oklahoma County Clerk (DATE)