

JAIL SERVICES AGREEMENT

This Jail Services Agreement is made on the 16th day of August, 2017, between the City of Tulsa ("City"), an Oklahoma municipal corporation, and the Okmulgee County Criminal Justice Authority ("Authority"), a public trust established according to Title 60 of the Oklahoma Statutes, which has as its sole beneficiary Okmulgee County.

RECITALS

WHEREAS, Title 19, Section 904.3, Oklahoma Statutes authorizes county jail trust authorities to enter into agreements with local governments for use of authority facilities, and Title 74, Section 1008, in the Interlocal Cooperation Act provides a mechanism for such agreements; and

WHEREAS, the Authority has charge of the operations and maintenance of the Jail Facility; and

WHEREAS, City has an immediate need to house Municipal Prisoners efficiently and cost effectively while its own lockup facility is improved, and for overflow and longer-term detention purposes once its own lockup facility has been improved; and

WHEREAS, Authority has Functional Capacity sufficient to receive up to 50 of City's Municipal Prisoners and is in reasonable proximity to City's holding facility in Tulsa; and

WHEREAS, City and Authority desire to work together for Authority to incarcerate Municipal Prisoners in its Jail Facility.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

I. DEFINITIONS

- A. Jail Facility. The term "Jail Facility" shall mean the facility located at 315 W. 8th Street, Okmulgee, Oklahoma, 74447, which is operated by the Okmulgee County Criminal Justice Authority, and is also referred to herein as "Jail."
- B. IRS Mileage Rate. The term "IRS Mileage Rate" shall mean the "optional standard mileage rates" issued and published annually by the U.S. Internal Revenue Service for calculation of the deductible costs of operating an automobile for business, charitable, medical or moving purposes. The rate applicable to this Agreement is the business rate, which for 2017 has been set by the IRS at \$0.535 cent per mile.

- C. Municipal Prisoner. The term "Municipal Prisoner" shall mean any inmate held as a result of a City of Tulsa misdemeanor charge or multiple City of Tulsa misdemeanor charges.
- D. Functional Capacity. The term "Functional Capacity" shall mean the capacity of the Jail Facility for housing inmates, taking into account limitations imposed by the offender age, gender and classification and by the physical maintenance of the Jail.
- E. Prisoner Day. The term "Prisoner Day" shall mean the twenty-four (24) hour period immediately following receipt by Authority from City of the documentation necessary for the booking of a Municipal Prisoner into the Jail. The first Prisoner Day shall include the transport from Tulsa to the Jail Facility at the beginning of the incarceration. The last Prisoner Day for a Municipal Prisoner shall include the transport from the Jail Facility to Tulsa, and shall end when the Municipal Prisoner is released, or when Authority receives authorization from City for release of that prisoner.

II. OBLIGATIONS OF AUTHORITY

The Authority shall:

- A. Be responsible for the day to day operations and maintenance of the Jail, including booking functions. All such operations and maintenance shall comply with all standards imposed by the United States Constitution, State of Oklahoma law and administrative regulations, and any other applicable law or regulation. In particular, Authority shall operate the Jail Facility in conformance with the standards set forth in Title 74, Section 192 of the Oklahoma Statutes, and in the Jail Standards set forth in Title 310, Section 670 of the Oklahoma Administrative Code, or as amended or superseded by any new statute, law, or regulation.
- B. Be responsible for transporting Municipal Prisoners to and from the Jail, and to work in good faith with City staff to coordinate scheduling of such Municipal Prisoner transports, and to provide accurate and timely information to Authority for invoicing of City for costs of such transportation.
- C. Accept and assume the care, custody and control of Municipal Prisoners arrested by the police officers of City and persons sentenced to jail terms by the Municipal Court of the City of Tulsa for offenses arising out of violations of City of Tulsa municipal ordinances.

- D. Accept Municipal Prisoners from City unless a court order prohibits Authority from accepting additional prisoners in the Jail Facility or if the Jail is filled to its Functional Capacity.
- E. Provide current and accurate contact information to City for the appropriate Authority contact personnel.
- F. Permit the law enforcement officers of City, in the pursuance of official duties, as approved by the Chief Police of City and the Authority, to enter the Jail at any and all hours for the purpose of conducting official business in the course of the investigative process, including, but not limited to, taking custody and/or removing Municipal Prisoners as necessary for official investigations. During such time the City assumes responsibility and liability for such prisoners until the return of such prisoners to the Jail.
- G. Provide Okmulgee County Criminal Justice Authority Officers, if available, to serve in the capacity of hospital guards for Municipal Prisoners when admittance of such prisoners into a medical facility outside the Jail is required. Costs of such officer's services will be invoiced to City at the rate of \$ 18.00 per hour.
- H. Coordinate with municipal judges of City for the posting of bonds for Municipal Prisoners. All fines and bonds will be posted with City's Municipal Court Clerk or designee. City will be responsible for authorization of all own recognizance bonds on Municipal Prisoners.
- I. Release Municipal Prisoners within a reasonable time upon notification or authorization to release, unless special circumstances prevent release within that time, in which case the release shall be made as soon as possible. Releases of Municipal Prisoners will necessarily be coordinated with the regular, periodic transport back to Tulsa.
- J. Notify City when it is within three (3) openings of reaching its Functional Capacity. Authority's current estimate for the total number of Municipal Prisoners it can house without exceeding Functional Capacity is 500.
- K. Be responsible for its own negligence according to the provisions of the Oklahoma Governmental Tort Claims Act, 51 O.S. §151 et seq., and other applicable federal, state, and local laws.

- L. Provide medical care for the Municipal Prisoners within the Jail Facility; however, City will be responsible for any medical costs incurred by Authority for drugs, medical or dental care outside the confines of the Jail, for Municipal Prisoners from City. Authority agrees to invoice City for such medical expenses. Invoices for medical expenses will be separate from the monthly invoices to City for the regular housing charges.
- M. Manage all revenues received from City pursuant to this Agreement as required by Title 19, Section 180.43 of the Oklahoma Statutes.
- N. Have sole responsibility for seeking to recover the costs of incarceration of Municipal Prisoners from such prisoners, according to the procedures set forth in applicable Oklahoma statutes.
- O. Invoice City monthly for the cost of housing City's Municipal Prisoners. The invoices will indicate the name of each Municipal Prisoner included in the invoice, together with the day and time such prisoner was incarcerated at the Jail, the day and time such prisoner was released from the Jail, and the number of days charged to City for such prisoner. The invoice will be sent to the addresses listed in the Notice provision herein.
- P. Invoice City monthly for the cost of transporting City's Municipal Prisoners from City's holding facility or lockup facility at 600 Civic Center in Tulsa to the Jail Facility, and for the return trip from the Jail Facility to Tulsa, at the applicable IRS Mileage Rate for each transport.
- Q. Engage in good faith with City to mediate any disputes over invoice amounts, and to refrain from filing suit regarding invoice disputes until such mediation is complete and final.

III. OBLIGATIONS OF CITY

The City shall:

- A. Remit the sum of \$48.00 per Municipal Prisoner per Prisoner Day to the Authority no later than forty-five (45) days following receipt of an invoice from Authority. In the event that City disputes the amount of the invoice, City shall pay the amount of the invoice not disputed by City and notify the Authority in writing within forty-five (45) days after the invoice is received by the City Clerk of the amounts and basis for the dispute, pursuant to the Notice provisions herein.

- B. Pay to Authority the amounts invoiced monthly to City for transport of Municipal Prisoners and the costs of reserve deputies, no later than forty-five (45) days following receipt of an invoice from Authority. In the event that City disputes the amount of the invoice, City shall pay the amount of the invoice not disputed by City and notify the Authority in writing within forty-five (45) days after the invoice is received by the City Clerk of the amounts and basis for the dispute, pursuant to the Notice provisions herein.
- C. Coordinate with Authority for Authority's twice daily transport of City's Municipal Prisoners from City's holding facility at 600 Civic Center in Tulsa to the Jail Facility. Transports will occur at mutually agreeable times.
- D. Advise the Authority of the time to be served by each Municipal Prisoner and any reduction in sentence for a Municipal Prisoner.
- E. Not be obligated to provide to Authority a minimum number of Municipal Prisoners, daily or otherwise.
- F. Provide current and accurate contact information to Authority for the appropriate City contact personnel in the Tulsa Police Department and City's Municipal Courts Department.
- G. Be responsible for its own negligence according to the provisions of the Oklahoma Governmental Tort Claims Act, 51 O.S. §151 et seq., and other applicable federal, state, and local laws.
- H. Engage in good faith with Authority to mediate any disputes over invoice amounts, and to refrain from filing suit regarding invoice disputes until such mediation is complete and final.

IV. MEDICAL CARE

The City will not present any prisoner which is in need of immediate health care to the Jail, or to the Authority for transport to the Jail. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the medical staff in the Authority's booking area, or who are otherwise in need of any medical care will be taken to a hospital prior to being presented for booking in the Jail.

Authority will provide transportation and security for Municipal Prisoners requiring removal from the Jail for emergency medical service. The Authority shall also notify the

designated contact person at the Tulsa Police Department when medical care is needed for a Municipal Prisoner at an outside medical care facility. Authority further agrees to provide transportation in a law enforcement vehicle to and from medical facilities outside of the Jail for any Municipal Prisoner if such prisoner's situation is not life-threatening, or by other means, including but not limited to ambulance transportation, as the prisoner's medical condition requires.

In the event that a Municipal Prisoner requires medical services or medical treatment off-site, City will be liable for any such expenses incurred, including any transportation costs. City further agrees that it is the party primarily responsible for paying any such medical and related expenses. All medical care provided by City or Authority is subject to the limitations set forth in Title 11, Section 14-113 of the Oklahoma Statutes.

V. TERM AND TERMINATION

- A. Unless terminated earlier as provided below, the term of this Agreement shall commence at 12:01 a.m. on the first full day after execution by both parties and shall continue until midnight on June 30, 2018. This Agreement may be renewed for four (4) subsequent one-year terms by mutual agreement of the parties, and upon no less than thirty (30) days' notice by City to Authority that it wishes to renew. In no event shall this Agreement be renewed past June 30, 2022.
- B. Either party may terminate this Agreement for any reason upon giving ninety (90) days' written notice of termination to the other party to this Agreement. Such written notice shall be transmitted by any method set forth in the "Notices" section of this Agreement.

VI. NOTICES

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) by certified mail, postage prepaid, return receipt requested, or (b) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (c) by any electronic method by which receipt can be documented. Such notices shall be addressed as follows:

If to Authority:

Okmulgee County Criminal Justice Authority
315 West 8th Street
Okmulgee, Oklahoma 74447

If to City:

City Clerk
City of Tulsa, Oklahoma
175 E. 2nd, Suite 260
Tulsa, OK 74013

With a copy to:
Mayor G.T. Bynum
City of Tulsa
175 E. Second St., 15th Floor
Tulsa, OK 74103

Chief Chuck Jordan
City of Tulsa, Police Chief
600 Civic Center, 3rd Floor
Tulsa, OK 74103

Kelly Brader, Court Administrator
City of Tulsa, Oklahoma
600 Civic Center, Suite 234E
Tulsa, Oklahoma 74103

VII. MISCELLANEOUS TERMS

- A. For purposes of this Agreement, custody shall be deemed to pass from City law enforcement officials to Authority upon the City's presentation and Authority's acceptance of the documentation required by Authority for booking of prisoners.
- B. City shall have a right to audit the records of Authority in sufficient detail to establish the accuracy of the invoices it submits to City for payment, and to enter the Jail for purposes of inspection, to allow monitoring of Municipal Prisoners and jail standards.
- C. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- D. This Agreement shall be regulated by requirements of the inspection standards for jails set forth in Title 74, Section 192 of the Oklahoma Statutes, and in the Jail

Standards set forth in Title 310, Section 670 of the Oklahoma Administrative Code, or as amended or superseded by a new statute, law, or regulation.

- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- F. This Agreement shall be subject to fiscal limitations imposed upon municipalities and political subdivisions of the State of Oklahoma pursuant to Article X, Section 26 of the Oklahoma Constitution. Further, this Agreement shall not in any way bind any party beyond the current fiscal year.
- G. No separate legal entity is created by virtue of this Agreement.
- H. This Agreement is non-assignable.
- I. This Agreement may be amended at any time upon mutual written agreement of the parties.
- J. This Agreement is subject to the Constitution and laws of the United States and the State of Oklahoma; in particular, the provisions of Title 74, Section 192 of the Oklahoma Statutes pertaining to minimum standards for jails shall specifically apply.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth immediately below.

VIII. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions and represents the entire agreement between the parties and supersedes any pre-existing agreements relating to the use of the Jail Facility by City and its Municipal Prisoners. Any alteration of this Agreement shall be invalid unless it is made by an amendment in writing duly executed by both parties. There are no understandings, representations or agreements, written or oral, other than those contained in this Agreement.

OKMULGEE COUNTY CRIMINAL JUSTICE AUTHORITY



Executive Director

APPROVED by the Okmulgee County Criminal Justice Authority Board of Trustees:

James Connors
Chairman of the Board

8/10/17
Date

CITY OF TULSA

G.T. Bynum **AUG 15 2017**
G.T. Bynum, Mayor

ATTEST:

Michael P. Keel
City Clerk



Approved as to Form:

Laurie Meilia
City Attorney

APPROVED by the Council:

Anna Carr
Chairman of the Council

8/16/17
Date

Handwritten text, possibly a name or address, mostly illegible due to fading.

APR 2 1917



Handwritten text, possibly a name or address, mostly illegible due to fading.