

APPROVED
11/4/2019

CONTRACT FOR EMERGENCY DETENTION

This Contract is entered into between the Board of County Commissioners of Tulsa County, Oklahoma on behalf of the Tulsa County Sheriff's Office and the Board of County Commissioner of Ottawa County, Oklahoma on behalf of the Ottawa County Sheriff's Office (herein after called Requesting Entity). The purpose of this Contract is to temporarily house the inmates from Ottawa County who were displaced due to a fire at their facility necessitating this Contract for Emergency Detention. Inmates are to be housed at the David L. Moss Criminal Justice Center, located at 300 N. Denver Ave., Tulsa, Oklahoma 74103 (herein after called the DLMCJC), under the terms and conditions detail in this Contract and its Attachment A.

As authorized by the Inter-Local Cooperation Act, 74 O.S. § 1001et seq., inmates under the custody of the requesting agency may be temporarily moved and assigned housing in county and city jails pursuant to a contract.

This contract is entered into by and between the Requesting Entity and the Tulsa County Board of County Commissioners effective on 19 day of October, 2019, and until terminated by twenty four (24) hour written notice from either party.

Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S., Section 151 *et. seq.*, common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this Agreement.

It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

The Requesting Entity shall be responsible for all management and oversight of their inmates while emergency housed at the DLMCJC. The DLMCJC will be the receiving entity and will provide emergency detention housing pursuant to this agreement. DLMCJC will provide housing, food service, and maintenance of the designated pods.

For the purpose of this procedure, the term "inmate" will apply to anyone under the authority, custody or care of a jail, prison, or a community-based facility operated by a private or public entity or contracted jail within the State of Oklahoma.

CMF# 20190981

I. Contract Process Overview

A. Contract Approval

The "David L. Moss Emergency Housing Agreement Checklist" (Attachment "A") provides specific instructions for the Requesting Entity.

1. A Contract Monitor and a Contract Billing Coordinator, as designated by the Tulsa County Sheriff, will coordinate with the Requesting Entity to ensure contract obligations are met.
2. When the DLMCJC is determined to meet Requesting Entity's emergency needs, the Requesting Entity will immediately attend an orientation training program, designed by the DLMCJC Jail Administrator and including the designated DLMCJC Contract Monitor, on pertinent DLMCJC policies, procedures, contract requirements, and all issues identified in Attachment "A". A designated Contract Monitor from the Requesting Entity must attend the training program.

II. Responsibilities

A. Administration

The Requesting Entity Contract Monitor shall ensure contract compliance.

1. The Requesting Entity will designate a Contract Monitor for the duration of the emergency detention. The Requesting Entity shall ensure that the Requesting Entity's Contract Monitor and/or Jail Administrator is onsite and immediately available, and contactable, after normal business hours. The Requesting Entity's Jail Administrator will be responsible for all decisions.
2. The Requesting Entity's Contract Monitor will meet with the DLMCJC's Contract Monitor to review this contract and Attachment "A" to discuss all pertinent DLMCJC policies and contract requirements. The Requesting Entity's Contract Monitor will ensure that the DLMCJC Contract Monitor is aware of all critical events in which the state jail inspector or any other agency must be notified. It will be the responsibility of the Requesting Entity to provide such documents to the appropriate area or person pursuant to regulatory requirements. Copies will be provided to the DLMCJC Contract Monitor within 24 hours of the event.

3. The Requesting Entity Contract Monitor will conduct a monthly review in coordination with the DLMCJC Contract Monitor of all operations. This review will be documented and provided to TCSO Risk Management.
4. The Requesting Entity Contract Monitor will assist the DLMCJC Contract Monitor in resolving areas of deficiency. The corrective action report is due to the DLMCJC Contract Monitor within ten days of receipt of the inspection report.
5. The Requesting Entity Contract Monitor will also be responsible for the following:
 - a. Establishing working rapport with all DLMCJC employees, the DLMCJC Contract Monitor, the Sheriff and DLMCJC Jail Administrator;
 - b. Interviewing inmates to determine conditions of confinement, issues related to medical/mental health care, or other areas of concern;
 - c. Making recommendations concerning contract extension;
 - d. Ensuring compliance with Oklahoma State Jail Standards;
 - e. Addressing Requesting Entity's liability for any damage to the facility caused by its employees, contractors or inmates;
 - f. Addressing Requesting Entity's liability for any tort or legal cause of action involving its inmates, employees, or contractors; and
 - g. Abiding by all emergency orders from DLMCJC staff during any natural emergency event such as evacuations, fire, weather, or any event in which mass movement is required.
6. The Requesting Entity understands that DLMCJC staff will not intervene in any situation in the Requesting Entity's designated pod unless absolutely necessary. The Requesting Entity will not attempt to involve DLMCJC personnel unless absolutely necessary. DLMCJC staff will only assist in emergency requests and will comply with all TCSO policy and procedures.
7. The Requesting Entity understands that TCSO, in cooperation with the Requesting Entity, will use all reasonable means to recapture an escaped offender at the Requesting Entity's expense.

8. The Requesting Entity is responsible for inmate sentence administration, records functions, and providing a master count/list of current inmates three times per day to Master Control, Operations Desk, Lieutenants Office, and the DLMCJC Jail Administrator. At least one master count/list shall be conducted at 00:00hrs and provided to the DLMCJC Contract Billing Coordinator.

III. DLMCJC Monthly Billing

The DLMCJC will submit its bill in arrears to the Requesting Entity indicating the number of nights each offender spent in the jail based upon the master count/list of current inmates identified in II.A.8.

- A. The Requesting Entity will pay for the first day, but not the last day, of an inmate's stay in DLMCJC. The first day arrival shall start and include the count as of 00:00hrs on the arrival date.
- B. The DLMCJC Jail Administrator will review/correct and approve the monthly billing for submission to the Requesting Entity.
- C. The Requesting Entity will address any concerns in writing within ten (10) days of receipt and will report those issues directly to the DLMCJC Contract Monitor.
- D. Billing will be as follows:
 - a. Billing shall be \$69.00 per day per inmate (if in the facility at 00:00hrs).

IV. Termination

- A. This Agreement may be terminated at any time by either party with or without cause upon tendering in writing, notice of such termination twenty four hours (24) prior to the effective date of such termination.

Attachment
Attachment "A"

Title
"David L. Moss Emergency Housing Agreement Checklist"

TULSA COUNTY

Kayan Keith

11/4/19

Board of County Commissioners

Date

Chai Zhe 11/04/19

Sheriff

Date

Approved as to form:

Nolan M. Fields IV Digitally signed by Nolan M. Fields IV
Date: 2019.11.11.09:50:53 -0500

District Attorney's Office

Date

Attest:

Michelle

11/4/19

County Clerk

Date



OTTAWA COUNTY

APPROVED Date 11-12-2019

Board of Commissioners
Ottawa County, Oklahoma

David M. Martin Chairman
Russell J. ... Member
Mark ... Member

David M. Martin

11-12-19

Board of County Commissioners

Date

[Signature] 11/12/2019

Sheriff

Date

Approved as to form:

[Signature]

11-12-19

District Attorney's Office

Date

Attest:

Robin Mitchell

11-12-19

County Clerk

Date





David L. Moss Emergency Housing Agreement Checklist Tulsa County Sheriff's Office

As authorized by the Inter-Local Cooperation Act, 74 O.S. § 1001 et seq. inmates under the custody of the requesting agency may be temporarily moved and assigned housing in county and city jails pursuant to a contract.

This checklist will serve as an understanding of terms and conditions between the requesting entity for emergency housing and the Tulsa County Sheriff's Office. The highest ranking official of the requesting entity should execute this checklist and sign. This checklist will remain in effect until the contractual agreement has been terminated.

Agency Requesting Emergency Housing:

Ottawa County Sheriff Office

POINTS OF CONTACT:

Requesting Entity Highest Ranking Official:

Name: Jeremy Floyd Title: Sheriff
 Phone Number 1: Cell 918-533-7225 Phone Number 2: Office 918 542 2807
 Email Address: JMFloyd724@gmail.com
 Address: 28 B St SE
MIAMI, OK 74354

Requesting Entity Contract Monitor and/or Administrator:

Name: DAN Cook Title: Undersheriff
 Phone Number 1: cell 918 325 7344 Phone Number 2: Office: 918 542 2807
 Email Address: dcookottawa@gmail.com
 Address: 28 B St SE
Miami, Ok 74354

TCSO Risk Management Contract Monitor:

Name: Trey O'Neal Title: Policy and Grants Coordinator
 Phone Number 1: 918-596-6148 Phone Number 2: 918-894-2453
 Email Address: toneal@tcsso.org

TCSO Contract Billing Coordinator:

Name: Christina Morrison Title: Chief Financial Officer (CFO)
 Phone Number 1: 918-596-6640 Phone Number 2: 918-894-8050
 Email Address: christina.morrison@tcsso.org



David L. Moss Emergency Housing Agreement Checklist
Tulsa County Sheriff's Office

I, Sheriff Jeremy Floyd (Highest Ranking Official from Requesting Agency), understand that the Tulsa County Sheriff's Office will provide emergency housing for the inmates under control of my agency. By initialing all sections of this checklist, I agree to abide by the minimum Oklahoma State Jail Standards while using the Tulsa County facilities and all sections of this checklist shall be considered the terms and conditions of our contractual agreement.

*DLMCJC refers to David L. Moss Criminal Justice Center
 **TCSO refers to Tulsa County Sheriff's Office

EMERGENCY HOUSING CHECKLIST:

Physical Plant:

Initials:

Item:

[Handwritten initials]

I understand that TCSO facilities are compliant with Oklahoma Jail Standards and American Correctional Association Standards and that compliance is mandatory.

I understand that while TCSO will provide space for inmates in my agency's custody, it will be my responsibility to manage the inmates and ensure that inmate care is meeting minimum jail standards. The TCSO *will not* provide restrictive housing space.

I understand that my agency will be responsible for any damages to the facility and that TCSO will bill my agency for repair costs.

Inmate Management:

Initials:

Item:

[Handwritten initials]

I understand and agree that I will provide a contract monitor and/or an administrator on-site to manage my agency's inmate population within the DLMCJC. Office space will be provided for this person at the DLMCJC.

I understand that the TCSO will assign a contract monitor to this Emergency Housing Contract. I agree to notify the TCSO Contract Monitor and Jail Administrator of any issues occurring within my inmate population housed at DLMCJC.

I understand that the DLMCJC staff will not intervene in any situation in the requesting entities' designated pod unless absolutely necessary. The requesting entity will not attempt to involve DLMCJC personnel unless absolutely necessary. DLMCJC staff will only assist in emergency requests and will comply with all TCSO policy and procedures.

I understand that my agency is responsible for inmate sentence administration, records functions, and provide a master count / list of current inmates three times per day to Master Control, Operations Desk, Lieutenant's Office, and the DLM Jail Administrator. At least one master count / list shall be conducted at 00:00 hours and provided to the TCSO Billing Coordinator.

I understand that it is my agency's responsibility to establish means for inmates to pursue grievances in accordance with the Oklahoma Jail Standards.



David L. Moss Emergency Housing Agreement Checklist
Tulsa County Sheriff's Office

Inmate Management (Cont.):

Initials:

[Handwritten initials]

Item:

I understand that it is my agency's responsibility to establish means for discipline using rules and procedures in accordance with the Oklahoma Jail Standards.

I understand that it is my agency's responsibility to provide transportation services for inmates in my custody.

I understand that there are no inmate work programs available to my inmates.

I understand that during any emergency situation within the DLMCJC, my staff and inmates will adhere to the emergency procedures and directions given by TCSO staff.

I understand that it is my agency's responsibility to coordinate family and legal visitation for inmates in my custody and that visitation procedures should adhere to DLMCJC visitation policy and procedure.

I understand that it is my agency's responsibility to provide telephone service.

Inmate Care:

Initials:

[Handwritten initials]

Item:

I understand that it is my agency's responsibility to provide reasonable and humane care and treatment, exercise, mail service, visitation, laundry service, discipline, and control of all the inmates in my agency's custody.

I understand that it is my agency's responsibility to provide recreational opportunities.

I understand that it is my agency's responsibility to provide all necessary medical services to inmates in my custody. Medical services include (but are not limited to) medical emergencies, medical procedures, medications, doctor visits, etc.

I understand that my agency will be responsible for medical transports, including for medical emergencies. Should emergency medical services (911) be called by my staff, we will immediately notify Master Control to insure proper communication with the staff of DLMCJC.

I understand that it is my agency's responsibility to provide reasonable access to religious services for the inmates in my custody.

I understand that it is my agency's responsibility to provide the inmates in my custody with the opportunity to shower and shave at least three times per week.

I understand that it is my agency's responsibility to provide clothing per Oklahoma Jail Standards.

I understand that it is my agency's responsibility to provide the inmates in my custody with a sleeping surface and mattress at least twelve (12) inches off of the ground.



David L. Moss Emergency Housing Agreement Checklist
Tulsa County Sheriff's Office

[Handwritten signature]

I understand that it is my agency's responsibility to provide the inmate in my custody with indigent supplies when necessary. This includes basic items necessary for maintaining proper hygiene on a weekly basis.

Financials

Initials:

[Handwritten initials]

Item:

I understand that there will be a room and board charge of \$69.00 per inmate, per day. This will be billed on a monthly basis and covers administration, utilities and meal service.

I understand that my agency will be responsible for any damages to the facility and that TCSO will bill my agency for repair costs.

I understand that I must provide a copy of my current insurance certification (ACCO) for all liabilities and agree to pay all lawful expenses delineated in this contract.

By signing below, I agree and understand my responsibilities for the emergency housing of my agency's inmates at the David L. Moss Criminal Justice Center. I understand and agree to manage my inmate population in accordance with the minimum Oklahoma Jail Standards. I agree to reimburse the Tulsa County Sheriff's Office for services used by my inmate population.

[Handwritten signature]

 Signature of Highest-Ranking Official with Requesting Agency

[Handwritten date]

 Date

[Handwritten signature]

 Signature of TCSO Official

[Handwritten date]

 Date

THIS DOCUMENT SHALL BE RETAINED IN THE TCSO CONTRACTS FILE ONCE EXECUTED.