

## **DETENTION SYSTEM AGREEMENT**

This Detention System Agreement is entered into by and between the Board of County Commissioners of Tulsa County, Oklahoma, the governing body of a political subdivision of the State of Oklahoma, hereinafter referred to as "County," on its own behalf, and on behalf of the Tulsa County Sheriff's Office, hereinafter referred to as "TCSO," the Tulsa County Criminal Justice Authority, a public trust, hereinafter referred to as "Authority," and the City of Tulsa, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as "City."

WHEREAS, the Authority is a public trust established under the Amended and Restated Declaration of Trust of Tulsa County Criminal Justice Authority dated and signed October 20, 1995, for the purposes stated therein (the "Amended Trust Declaration"), is entitled to collect and receive all property, money, rents, and income of all kinds belonging to or due to the Trust Estate for purposes set forth in the Amended Trust Declaration, and administers funds for the David L. Moss Correctional Facility located at 300 North Denver Avenue, Tulsa County, Oklahoma (the "DLMCJC");

WHEREAS, the Board of County Commissioners of Tulsa County, Oklahoma, the governing body of a political subdivision of the State of Oklahoma, is, per the terms of the Amended Trust Declaration, charged with the determination of appropriate costs for the housing of any city or town Beneficiaries' respective prisoners in any detention facility for which the Authority administers funds. FURTHER, that the costs and fees as set forth below have been determined to be an appropriate fee for the housing of City of Tulsa Municipal Prisoners as defined below;

WHEREAS, both the County and the City have accepted beneficial interest in the Amended Trust Declaration in accordance with the terms therein;

WHEREAS, TCSO currently operates and maintains the DLMCJC.

WHEREAS, City has, and may have during the term of this agreement, prisoners and/or detainees that it desires to house and/or detain in the DLMCJC; and,

WHEREAS, the parties desire to enter into a Detention System Agreement consistent with the *Amended Trust Declaration* and pursuant to Oklahoma law for housing Municipal Prisoners in the DLMCJC.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

### **ARTICLE 1**

#### Definitions

Except as otherwise hereafter defined, the words, terms and phrases of this Agreement shall be given their ordinary meaning in understanding the terms of this Agreement.

1.1 Municipal Prisoner. The term “Municipal Prisoner” refers to or describes any inmate held exclusively as a result of a City misdemeanor charge(s). An inmate arrested for violations of State and/or Federal law in addition to City misdemeanor charges is not a Municipal Prisoner for purposes of this Agreement, without regard as to whether, or when, State or Federal charges are filed against the inmate.

1.2 Detention System. The term “Detention System” means the DLMCJC and any other prisoner detention facilities operated and maintained by the Jail Operator, as defined in Section 1.4 below, and by funds administered by the Authority.

1.3 Functional Capacity. The term “Functional Capacity” means the capacity of the DLMCJC for housing inmates, taking into account limitations imposed by the offender age, gender and classification and by the physical maintenance of the Detention System.

1.4 Jail Operator. The term “Jail Operator” shall mean the person, firm, corporation, or other lawful entity or elected official having legal and/or contractual responsibility for the day to day operational control of the Detention System. As set forth above, the Jail Operator is currently the TCSO.

## **ARTICLE 2**

### **System Operations**

The parties agree that the operation of the Detention System shall be in accordance with the following terms and conditions:

2.1 Operation and Maintenance of the Detention Facility. The Jail Operator shall be responsible for the day to day operations and maintenance of the Detention System as defined in Section 1.2 pursuant to Oklahoma law.

2.2 Capacity. Subject to the Functional Capacity of the Detention Facility, the Jail Operator agrees to accept into the Detention System all Municipal Prisoners subject to the terms and conditions set forth in this Agreement. Should the Detention System exceed Functional Capacity, then the requirement to accept Municipal Prisoners shall cease until bed space becomes available. This limitation shall not apply to those prisoners who are not within the definition of Municipal Prisoners as set forth in Section 1.1 above.

2.3 Operational Control. Pursuant to Oklahoma law, the Jail Operator will have exclusive authority for the operational control of the Detention System and shall have absolute control over all Municipal Prisoners within the Detention System. City agrees that no action affecting any prisoners in the Detention System will be taken by City personnel, which is contrary to the orders or direction of the Jail Operator.

2.4 Intake/Booking. The Jail Operator is responsible for all booking functions relating to the Detention System. The Jail Operator reserves the right to refuse to accept any

Municipal Prisoner into the Detention System who, in the Jail Operator's judgment, requires immediate medical attention.

2.5 Jail Standards. City hereby authorizes the Jail Operator to promulgate such operational rules, regulations, and policies consistent with Oklahoma Jail Standards, the American Correctional Institution (ACA), The Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA), and the National Commission on Correctional Health Care (NCCCHC) accreditation standards and to issue such administrative orders as are necessary to carry out the purposes and intent of this Agreement.

2.6 Prisoner Medical Expenses. With specific reference to prisoner medical expenses the Parties agree:

- A. If a person is injured during the course of an arrest by a City police officer, whether or not arrest is being made solely on a state charge or District Court warrant, City will be responsible for paying all medical costs relating to such injury.
- B. After a prisoner has been medically screened and accepted for custody by the Jail Operator in to the Detention System, County shall be responsible, subject to Oklahoma law authorizing recovery of medical expenses directly from a prisoner, for the payment of all medical expenses pertaining to prisoners in the Detention System, except Municipal Prisoners. The County, Authority and Jail Operator are not authorized to incur or otherwise obligate City in any way to pay private provider medical care expenses for a Municipal Prisoner medical condition for which City has no legal obligation to pay. However, in the event of a Municipal Prisoner medical emergency requiring immediate medical care not available within the Detention System, the Municipal Prisoner may be sent outside the Detention System at City expense. The City authorizes the Jail Operator to pay all medical laboratory bills related to incarcerated Municipal Prisoners and present the City with a monthly itemized bill for reimbursement to the County for the benefit of the Authority, and agrees that payment of such bills will be made within forty-five days (45) after presentation to City. This Agreement recognizes no party to the Agreement shall be liable for payment of medical costs relating to any pre-existing medical condition consistent with 19 O.S. § 746 and specifically recognizes the right of County and/or the Jail Operator to recover medical expenses directly from prisoners as provided in Okla. Stat. tit. 12, § 531 and Okla. Stat. tit. 22, § 979a. The Daily Rate specified in 2.8 includes costs for medical treatment of Municipal Prisoners by onsite doctors, nurses or other medical staff and over-the-counter medications prescribed by such medical staff.
- C. This Agreement between the parties with regard to prisoner medical expenses exists solely and exclusively for the benefit and convenience of the parties; the terms of this Agreement shall not be construed to create any legal right allowing enforcement of its terms for the benefit of any prisoner or, otherwise establish any prisoner, any third party or any medical care provider as a beneficiary of this Agreement.

2.7 Space Use/Services Exchange. It is understood that the City occupies space at the Detention System for the Tulsa Police Department Records and Warrants Office and other office space. Further, that the City currently provides warrants and protective order services. Additionally, the Jail Operator uses portions of the Police Courts facility as a holding area for prisoners being transported to and from the County/Municipal Courtrooms. This arrangement will continue and will be treated as a space use/services exchange without the payment of additional compensation by any party. Each party will be responsible for the utilities and maintenance in their respective buildings. Each party will also be responsible for the operational cost of the services. Notwithstanding the foregoing, the City shall have the right to use space in the Public Courts facility for holding prisoners. If on any day there is not enough space to accommodate both Municipal and non-Municipal Prisoners to be held in the holding area, available spaces shall first be allocated to Municipal Prisoners.

2.8 Fees for Housing of Municipal Prisoners. As determined by the BOCC, City shall pay a rate equal to the rate paid by the U.S. Marshal's Service, currently \$59 per day/per prisoner (the "Daily Rate") for the housing of Municipal Prisoners (as defined in Section 1.1 above). City agrees to pay said Daily Rate for each Municipal Prisoner detained or incarcerated in the Detention System, and said Daily Rate shall apply to whole days and to anything less than a whole day (known as a "partial day"). Whole days shall consist of consecutive twenty-four hour time periods running from midnight to midnight of detention following a prisoner's book-in day and time, and anything less than a whole day is a partial day. Whenever the rate paid by the U.S. Marshal's Service shall change, the Daily Rate shall change in like manner so that the two rates shall be at all times equal. As agreed by the parties, the Daily Rate shall be reevaluated following the BKD, LLP audit.

The Jail Operator shall provide City with an invoice showing the name of each prisoner included in the invoice, day and time such prisoner was incarcerated at the Detention Center, day and time such prisoner was released from the Detention Center, and number of days charged to the City for such prisoner. City shall remit payment of the invoice amount to the Authority within forty-five (45) days after it is received by the City Clerk, provided however, in the event that the City disputes the amount of the invoice City shall pay that amount of the invoice not disputed by City and notify the County, Authority, and Jail Operator 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 in Section 4.2. Other than invoice amounts disputed by City pursuant to the foregoing process, delinquent invoice amounts will accrue interest at the rate of one and one-half percent (1 ½ %) per month or eighteen percent (18%) per annum.

2.9 Monthly Invoicing. The Jail Operator shall invoice City on a monthly basis all costs associated with the housing of its Municipal Prisoners in the Detention System. The Authority shall administer all funds collected from City and be responsible for collection of the invoiced costs per the terms of the Amended Trust Declaration.

2.10 Invoice Disputes. In the event of a disputed amount pursuant to Section 2.8 above, the Jail Operator shall investigate the disputed amount(s) and provide a response, affirming or correcting the disputed amount to the City within ten (10) business days of receipt of notice as set forth in Section 2.8. Further, the parties shall confer to attempt to resolve the

disputed amount. If resolved prior to mediation, no interest will accrue to any disputed amount(s) and payment for any amount will be made within ten (10) business days of resolution. If the parties are unable to reach a resolution within thirty (30) days of the Jail Operator's response to any disputed amount(s), any party may seek resolution through mediation and the City shall bear 50% of the cost of such mediation and the County, Authority, and Jail Operator shall bear the remaining 50%. If it is determined by the Mediator that any disputed amounts were properly invoiced, such disputed amounts will accrue interest at the rate of one and one-half percent (1 ½ %) per month or eighteen percent (18%) per annum from the date of the original invoice.

The parties prefer to mediate the dispute through Dispute Resolution Consultants, Inc. located at 1602 S. Main St., Tulsa, Oklahoma, 74119.

### **ARTICLE 3**

#### Consideration, Duration of Agreement and Amendments

3.1 Duration of Agreement and Amendments. Unless terminated earlier as provided below, the term of this Agreement shall commence November 1, 2014 and shall continue until June 30, 2015.

3.2 Sixty days prior to this Agreement's expiration, the parties agree to exercise good faith to enter into negotiations regarding the terms of a new Detention System Agreement to begin July 1, 2015.

3.3 THIS AGREEMENT REPRESENTS THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER AND MERGES ALL PRIOR WRITTEN AND ORAL COMMUNICATIONS. THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF ALL PARTIES. A WAIVER BY A PARTY OF ITS RIGHTS HEREUNDER SHALL NOT BE BINDING UNLESS CONTAINED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTY WAIVING ITS RIGHTS. THE NON-ENFORCEMENT OR WAIVER OF ANY PROVISION ON ONE OCCASION SHALL NOT CONSTITUTE A WAIVER OF SUCH PROVISION ON ANY OTHER OCCASIONS UNLESS EXPRESSLY SO AGREED IN WRITING.

### **ARTICLE 4**

#### Miscellaneous Provisions

4.1 The parties shall each be responsible for their own negligence with respect to their actions or inactions in connection with this Agreement.

4.2 Notice. 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, and such notices shall be addressed as follows:

If to Authority: Chairman, TCCJA  
500 S. Denver  
Tulsa, OK 74103-3832

If to County: Chairman, Tulsa County Board of Commissioners  
500 S. Denver  
Tulsa, OK 74103-3832

If to Jail Operator: Tulsa County Sheriff  
c/o Tulsa County Sheriff's Office  
500 S. Denver  
Tulsa, OK 74103-3832

If to City: City Clerk  
City of Tulsa, Oklahoma  
175 E. 2nd Street, Suite 260  
Tulsa, OK, 74103

With a copy to: Attn: Controller  
The City of Tulsa, Oklahoma  
175 E. 2<sup>nd</sup> Street, Suite 885  
Tulsa, Oklahoma 74103

From time to time, any party may designate another address for all purposes of this Agreement by giving to the other parties 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.

4.3 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.

4.4 This Agreement shall be regulated by requirements of the Minimum Inspection Standards of Oklahoma Jail, 74 O.S., 2001, § 192, or as amended or superseded by any new statute, law or regulation.

4.5 The Authority and the County acknowledge that the Tulsa County Sheriff has operated the Detention System since July 1, 2005, pursuant to the Constitution and Statutes of the State of Oklahoma and all parties hereto, and TCSO, understand that TCSO shall continue to comply with its statutory duties and responsibilities in its operation of the Detention System.

4.6 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.

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

Executed by Tulsa County, Oklahoma, a county and political subdivision of the State of Oklahoma, this \_\_\_\_\_, day of \_\_\_\_\_, 2015.

BOARD OF COUNTY COMMISSIONERS  
OF TULSA COUNTY

\_\_\_\_\_  
John Smaligo, Chairman

ATTEST:

\_\_\_\_\_  
Pat Key, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Douglas A. Wilson, Assistant District Attorney

Executed by the Tulsa County Criminal Justice Authority, a public trust, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

TULSA COUNTY CRIMINAL JUSTICE  
AUTHORITY

\_\_\_\_\_  
Karen Keith, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
James C. Orbison,  
Counsel for the Authority

Executed by the City of Tulsa, Oklahoma, a municipal corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF TULSA, OKLAHOMA

\_\_\_\_\_  
Dewey Bartlett, Mayor

ATTEST:

\_\_\_\_\_  
Mike Kier, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David E. O’Meilia, City Attorney

I hereby acknowledge and approve of the terms set forth in this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

TULSA COUNTY SHERIFF’S OFFICE

\_\_\_\_\_  
Stanley Glanz, Tulsa County Sheriff

APPROVED AS TO FORM:

\_\_\_\_\_  
Meredith Baker, TCSO General Counsel

Approved and Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Chuck Jordan, Chief of Police for  
The City of Tulsa