

PLEASE RETURN FULLY EXECUTED COPY TO:

TULSA COUNTY CLERK MICHAEL WILLIS

ATTN: Georgeann Hiebert, Deputy

218 W. 6TH St. 7th Floor

TULSA, OK 74119

or by email at:

gheibert@tulsacounty.org

CMF# 20231829

MEMO

APPROVED
10/30/2023



DATE: October 26, 2023
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – City of Tulsa

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached Detention Services Agreement between the Board of County Commissioners of Tulsa County on behalf of the Tulsa County Sheriff's Office and the City of Tulsa for the housing, feeding, care, and upkeep of City Prisoners that exceed the capacity of the City Jail at a rate of \$63.42 per day, per City Prisoner through June 30, 2024, as further described in the attached.

Respectfully submitted for your approval and execution.

MME / dcc

SUBMITTED FOR: The October 30, 2023 BOCC meeting agenda.

CMF# 20231829

DETENTION SERVICES AGREEMENT

This Detention Services Agreement ("Agreement"), made and entered as of the date last signed below, is by and between the Tulsa County Sheriff ("Sheriff") and the City of Tulsa, Oklahoma, an Oklahoma municipal corporation ("City"). Together, the City and Sheriff are referred to as the "Parties".

WHEREAS, the Tulsa County Sheriff ("Sheriff") currently operates and maintains the David L. Moss Criminal Justice Center ("County Jail") located at 300 N. Denver Ave., Tulsa, Oklahoma 74103, pursuant to the Constitution and statutes of the State of Oklahoma; and

WHEREAS, the Sheriff, pursuant to 19 O.S. § 180.43, may contract with municipalities for the feeding, care, housing and upkeep of municipal prisoners; and

WHEREAS, the City, pursuant to Tulsa Code of Ordinances, Title 29 § 305, may contract for jail facilities; and

WHEREAS, the City has identified the need for capacity in excess of the City Jail to house prisoners sentenced to a term of imprisonment by a Municipal Judge; and

WHEREAS, the Parties desire to work together to provide for the detention of City Prisoners that exceed the capacity of the City Jail.

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

ARTICLE 1

Definitions

Capitalized terms in this Agreement, except as otherwise defined herein, shall have the following meanings. Otherwise, words, terms and phrases herein shall have their ordinary meaning.

1.1 **City Prisoner.** The term "City Prisoner" means any individual sentenced to a term of imprisonment by a City of Tulsa Municipal Judge or an individual being held on a City of Tulsa Municipal criminal charge, that a Municipal Judge has determined there is probable cause to hold that individual within 48 hours of their arrest, and that individual is temporarily being detained for plea and sentencing by written Order of the City of Tulsa Municipal Judge. The independent probable cause determination must be attached to said Order and dated and signed by the City of Tulsa Municipal Judge. The City is responsible for all expenses of transportation of said individual to and from the County Jail and the City Municipal Court as ordered by the City of Tulsa Municipal Judge.

1.2 **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 County Jail. As of the date of this Agreement, the Jail Operator is the Sheriff.

ARTICLE 2

Operations

The operation of the County Jail shall be in accordance with the following terms and conditions:

2.1 **Operation and Maintenance of the County Jail.** The Jail Operator shall be responsible for the day-to-day operation and maintenance of the County Jail pursuant to the standards for jail operation prescribed by Oklahoma law.

2.2 **Operational Control.** The Jail Operator shall have exclusive authority for the operational control of the County Jail and shall have absolute control over City Prisoners in the County Jail. No action affecting any person detained in the County Jail, including City Prisoners, shall be taken by City personnel contrary to the direction of the Jail Operator.

2.3 **Intake/Booking.** The Jail Operator shall accept City Prisoners into custody at the County Jail subject to the terms and conditions set forth in this Agreement. The Jail Operator is responsible for all intake and booking functions relating to the County Jail. The Jail Operator reserves the right to refuse to accept any City Prisoner who, in the Jail Operator's sole judgment, requires immediate medical attention, or would be disruptive or detrimental to the operation of the County Jail. The Jail Operator reserves and retains the right to refuse to accept any property of a City Prisoner other than property required to properly transport the City Prisoner to the County Jail, medical items, and money for the City Prisoner's inmate account at the County Jail. Otherwise, City shall maintain custody of the personal property of City Prisoners during their term of custody at the County Jail. Provided further that the County Jail shall house no more than twenty (20) City Prisoners at any given time and that if the County Jail is at capacity level, County Jail may refuse to accept City Prisoners.

2.4 **City Access to County Jail.** The City's law enforcement officers, in pursuance of their official duties, as approved by the City of Tulsa Police Chief and as approved by the Sheriff, shall be permitted to enter the County 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 City Prisoners as necessary for official investigations or court proceedings. The City assumes all responsibility and liability for City Prisoners in their custody and until returned to the County Jail.

2.5 **Court Appearances.** City shall give the Jail Operator not less than 24 hours prior notice of any scheduled appearance of a City Prisoner in Court. It shall be the sole responsibility of City to pick-up and receive custody of City Prisoners due in Court, transport them to and from Court, and return them to custody in the County Jail. The City shall cooperate to synchronize the transport and movement of City Prisoners to Court to accommodate the operations of the County Jail. The City assumes all responsibility and liability for City Prisoners until their return to County Jail.

2.6 Bonds. No City Prisoner shall be released on bail except by a signed written Order of a City Municipal Judge transmitted to the Jail Operator and in proper form. Neither Tulsa County, Sheriff, Jail Operator nor their officers', employees or agents shall be liable under any circumstances for bail or fines due the City or for the actions of any City Prisoner while released on bail.

2.7 Release. The Jail Operator may release City Prisoners from his custody under the circumstances described in Sections 2.4 and 2.5 above, or pursuant to a written order of release signed by a City Municipal Judge transmitted to the Jail Operator in proper form. City Prisoners shall be released from the County Jail upon successful completion of their sentence of imprisonment or upon presentation of an order issued by a City Municipal Judge.

2.8 Jail Standards. Jail Operator shall 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.

2.9 Inmate Medical Expenses. Regarding City Prisoner medical expenses, the Parties agree:

- A. If a City Prisoner is injured during their imprisonment in any place other than the County Jail, or any place outside the custody of the Jail Operator, the City will be responsible for paying all medical costs relating to the injury. Any costs for such medical care incurred by the Jail Operator shall be reimbursed to the Jail Operator by City.
- B. After a City Prisoner has been medically screened and accepted for custody by the Jail Operator, the Jail Operator shall provide, subject to Oklahoma law authorizing recovery of medical expenses directly from an inmate, the daily non-emergency medical expenses of City Prisoners within the capacity of the County Jail. However, in the event a City Prisoner requires emergency or other medical care not available within the County Jail, the Jail Operator may send the City Prisoner for emergency or other medical services outside the County Jail at the City's expense. 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 Sheriff to recover medical expenses directly from detainees as provided in 19 O.S. § 531, 22 O.S. § 979a, and applicable law. The Daily Rate specified in Section 2.10 below includes costs for medical treatment of City Prisoners by doctors, nurses or other medical staff at the County Jail, including over-the-counter medications and prescription medications regularly stocked at the County Jail. The Daily Rate does not include any medical costs for prescription drugs or treatment outside the County Jail.
- C. Jail Operator assumes no responsibility for transportation of City Prisoners for

any purpose. However, in the event of an emergency medical or other situation requiring Jail Operator to transport the City Prisoner, City shall reimburse Jail Operator 100% of transportation costs incurred by Jail Operator, including ambulance transportation. In the event of a medical emergency or other situation requiring a City Prisoner be transported outside of the County Jail, City shall reimburse Sheriff each of the following: (i) the hourly rate of \$26.00 per guard for regular hours worked or overtime up to \$39.00 per guard; and (ii) mileage reimbursement for transportation at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.

- D. This Agreement between the Parties with regard to City 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 City Prisoner or to establish any other party as a beneficiary of this Agreement.

2.10 Fees for Housing of City Inmates. For the housing of City Prisoners, City agrees to pay the Sheriff a Daily Rate per City Prisoner of \$63.42 per day/per City Prisoner (the "Daily Rate") plus all other amounts due under this Agreement. Payment of the Daily Rate shall not reduce City's payment obligation to the Sheriff under Section 2.9 above or for any other amounts due. The Daily Rate shall be paid for every whole day and for any period of time less than a whole day (known as a "Partial Day") spent by a City Prisoner in the County Jail. The Daily Rate shall not be pro-rated for any Partial Day.

The Jail Operator shall provide City with an invoice showing: the name of each City Prisoner included in the invoice; day and time the City Prisoner was taken into custody at the County Jail; the day and time the City Prisoner was released from the County Jail; and number of days charged to the City for housing the City Prisoner; and any other reimbursable costs or information Jail Operator determines necessary. City shall pay the full invoice amount within 45 days of delivery to the City, provided however, in the event that the City disputes the amount of the invoice, City shall pay that amount of the invoice not disputed and notify the Sheriff in writing within 45 days after receipt of the invoice of the amounts and basis for the dispute pursuant to the Notice provisions in Section 4.2.

2.11 Monthly Invoicing. The City will be invoiced on a monthly basis all costs associated with the housing of its City Prisoners in the County Jail.

2.12 Invoice Disputes. In the event of a disputed amount pursuant to Section 2.10, the Jail Operator shall investigate the disputed amount(s) and provide a response, affirming or correcting the disputed amount to City within ten (10) business days of receipt of notice as set forth in Section 2.10. 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 City and Sheriff shall each bear 50% of the cost of mediation.

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

2.13 Return of City Prisoners. In the event Jail Operator determines that a City Prisoner is no longer suitable for custody in the County Jail, Jail Operator shall notify City and make arrangements to return custody of the City Prisoner to City in writing. City shall then take custody of the City Prisoner within 4 hours.

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 as of the last date signed below and shall continue until June 30, 2024.

3.2 Renewal. This Agreement may be renewed for subsequent one-year terms by mutual agreement in writing signed by the Parties.

3.3 Termination. Operator may terminate this Agreement in the event of City's failure to pay any amounts due or for any material breach of the terms of this Agreement. Either party may terminate this agreement for any reason upon giving 90 days written notice to the other party.

3.4 Entire Agreement. 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 SHALL 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 be responsible for their own acts, omissions and negligence with respect to this Agreement and the transport and housing of City Inmates.

4.2 Notice. Any notices required by this Agreement shall be made in writing and 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. The failure or refusal

of a party to accept receipt of a notice does not invalidate the notice. Notices shall be addressed to the following:

To City: City Clerk
175 E. 2nd St.
Tulsa, OK 74103

with copy to Wendell Franklin, Chief
Tulsa Police Dept.
600 Civic Center
Tulsa, OK 74103

To Sheriff: Vic Regalado
Tulsa County Sheriff
500 S. Denver Ave.
Tulsa, OK 74103

with copy to Tulsa County District Attorney's Office
Civil Division
218 W. 6th St., 9th Floor
Tulsa, OK 74119

Either party may designate another address for all purposes of this Agreement by giving the other party not less than ten (10) days advance written notice of such change of address.

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 interpreted and enforced according to Oklahoma law, Venue and jurisdiction for enforcement of this Agreement shall be exclusive to the State and Federal Courts located in Tulsa County, Oklahoma.

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

TULSA COUNTY SHERIFF

[Signature] 10-27-23
Vic Regalado Date

Tulsa County Commissioner
Kelly Dunkerley 10/30/2023
Kelly Dunkerley, Chairman

[Signature]
Assistant District Attorney Date



Attest:
[Signature]
Tulsa County Clerk Date



CITY OF TULSA

G. T. Bynum, Mayor Date

Attest:
City Clerk Date

TULSA CHIEF OF POLICE

[Signature] 10.22.23
Chief Wendell Franklin Date

Approved as to form:
Assistant City Attorney Date