

# GRADY COUNTY CRIMINAL JUSTICE AUTHORITY

## Agreement for Inmate Housing

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, **2024**, by and between the Grady County Criminal Justice Authority, located at 215 North 3<sup>rd</sup> Street, Chickasha, Oklahoma 73018, (hereinafter collectively referred to as “GCCJA”) and the **OKLAHOMA COUNTY CRIMINAL JUSTICE AUTHORITY**, located at **201 NORTH SHARTEL OKC, OK 73102**, (hereinafter collectively referred to as “Client”), for use of the Grady County Criminal Justice Center for housing **OKLAHOMA COUNTY CRIMINAL JUSTICE AUTHORITY**, inmates.

### RECITALS

WHEREAS, the GCCJA maintains and operates the Grady County Criminal Justice Center for the incarceration of inmates sentenced to the facility or arrestees waiting for court appearances; and

WHEREAS, Client desires to use the Grady County Criminal Justice Center as contracted for housing and maintaining inmate services for sentenced and un-sentenced inmates; and

WHEREAS, the use of the Grady County Criminal Justice Center would incarcerate arrestees/ prisoners from Client who have been sentenced or are waiting for court appearances (Clients inmates only); and

WHEREAS, in accordance with Oklahoma State Statutes section 74-195; “Any county, city or town is hereby authorized to contract, in accordance with the Interlocal Cooperation Act, with any other county, city or town for incarceration of prisoners awaiting trial or serving a sentence, so long as the jail facility where said prisoners are to be held is in compliance with the standards established by this act.”; and

WHEREAS, in order to set forth clearly the responsibilities, obligations, powers and rights of each of the parties, GCCJA and Client hereby enter into this agreement.

**NOW THEREFORE**, for and in consideration of the mutual covenants, conditions and promises contained here, the parties hereto agree as follows:

### 1. Use of Detention Facility

Client hereby contracts with GCCJA for beds at the Grady County Criminal Justice Center for Clients inmates. Client shall pay the rate of **Fifty Dollars (\$50.00)** per inmate, per day for each bed used in the Grady County Criminal Justice Center for Clients inmates. Client shall be financially responsible for inmates housed at the Grady County Criminal Justice Center.

- Client’s inmates shall mean any person presented by the Client for detention for any reason in the Grady County Criminal Justice Center or any person arrested by Client and subsequently sentenced to detention in the Grady County Criminal Justice Center.

### 2. Billing

**GCCJA shall bill Client monthly for the number of days that the Clients inmates were housed in any of the GCCJA’s Facilities**

### 3. Services Provided by GCCJA

GCCJA agrees to provide the following services as included in the above rate under this Agreement:

- a. In accordance with the terms of this Agreement, it shall be the responsibility of the Grady County Criminal Justice Center to receive and safely keep every inmate as pertaining to the GCCJA Policies and Procedures.
- b. It shall be the responsibility of the Grady County Criminal Justice Center to make record of every inmate duly committed or placed in the jail in accordance with the terms of this Agreement.

- c. It shall be the responsibility of the Grady County Criminal Justice Center to afford inmates access to available inmate programs, privileges, and activities in a manner consistent with the GCCJA Policies and Procedures.
- d. Inmate's trustee and work time credits will be managed according to the GCCJA Policies and Procedures unless otherwise stipulated by the Client.
- e. While the Client inmate classification information may be provided, the Grady County Criminal Justice Center will determine the inmate's classification while housed in the Grady County Criminal Justice Center.
- f. It shall be the responsibility of the Grady County Criminal Justice Center to notify the Client whenever an inmate requires extra-ordinary medical care in accordance with Schedule B.
- g. The Grady County Criminal Justice Center shall accept bonds and related documents, required to accept or release Clients inmates housed at the Grady County Criminal Justice Center.
- h. The Grady County Criminal Justice Center shall comply with all requirements and obligations set forth in the Oklahoma Jail Standards.

#### 4. Term

This agreement shall be effective upon final execution by the appropriate officers of both parties **(No Later than July 1<sup>st</sup>, 2024)** and shall continue for One (1) year and shall be automatically renewed year-to-year unless terminated by notice from either party in accordance with section 5 of this Agreement. As provided in section 5 of this agreement, in the event that this agreement is terminated, Client shall reassume custody of all inmates associated with this Agreement in as expeditious manner as is lawful and reasonable and shall be billed as agreed until all Client inmates vacate the Grady County Criminal Justice Center.

#### 5. Termination

This Agreement may be unilaterally terminated, with or without cause, by either party, upon thirty days advance written notice and delivered to the other party. Within such thirty day period, the Client shall retake physical custody of all prisoners in the custody of the Grady County Criminal Justice Center.

#### 6. Agreement Monitors

In order to administer this Agreement effectively, GCCJA and the Client will designate Agreement Monitors. Schedule A will designate the Agreement Monitors from both parties to said agreement. In the event that a change in Agreement Monitors occurs the notification of the change must occur within 30 days of said change and must be contractually updated annually.

#### 7. Cost and Reimbursement

- a. Except as otherwise provided in this Agreement, all costs of housing inmates, pursuant to the terms of this Agreement, shall be fixed and reimbursed at the rate of **Fifty Dollars (\$50.00)** per inmate, per day. The Client shall reimburse the Grady County Criminal Justice Center starting from the day an inmate is delivered and for every subsequent day that the inmate is assigned to the Grady County Criminal Justice Center, not to include the day that the inmate is released from the Grady County Criminal Justice Center. For Client inmates (**NEW ARRESTS ONLY**) who remain in the Grady County Criminal Justice Center for less than **twelve (12) hours, Client shall pay a holding fee of Thirty-Five Dollars (\$35.00)** and will not be charged the standard per day rate.
- b. The cost of providing routine, on-site or contract medical services shall be considered normal costs incidental to the operation of the Grady County Criminal Justice Center and are considered part of the costs reimbursed by the fixed rate per inmate, per day as defined in subparagraph "a" above and section 1 of this Agreement. Such included medical services are defined in Schedule B, attached hereto and incorporated herein by this reference. Costs of extraordinary health care services, as further defined in Schedule B, will be the responsibility of Client with timely notifications by the Grady County Criminal Justice Center in accordance to the notification protocols set forth in this Agreement and/or Schedule B.
- c. Minor physical damage to the Grady County Criminal Justice Center as a direct result of the placement of offenders housed therein shall be considered "usual costs" incidental to the operation of the Grady County Criminal Justice Center. The Client and/or the Clients inmates may be liable for reimbursement of major damages if found responsible.

- d. The Client shall be billed on or before the 15<sup>th</sup> day of each month by the GCCJA for the rate set forth in subparagraph “a” above. Payments shall be made within 30 (Thirty) days from the receipt of a GCCJA Invoice.
- e. Any employee of GCCJA performing the services or task contemplated by and through this Agreement shall be considered an employee of GCCJA only, subject only to its employment rules, regulations, salary and benefits. Conversely, any employee of the Client performing the services or task contemplated by and through this Agreement shall be considered an employee of Client only, subject only to its employment rules, regulations, salary and benefits.

## 8. Transportation

- a. Transportation of inmates from Client to be housed at the Grady County Criminal Justice Center will be completed by Client at its own expense. In the event that the Clients Agreement Monitor requests assistance from the Grady County Criminal Justice Center Transportation Unit, upon availability can assist Client for the transport of inmates for applicable fees **(Thirty Dollars \$30.00 per hour, per Transportation Officer and mileage costs at the State of Oklahoma prevailing rate)**.
- b. The Client shall provide subsequent transports for Client Inmates unless financially pre-arranged by the Monitors of this Agreement. Such transports include but are not limited to:
  - Medical,
  - Mental Health,
  - Juveniles, and
  - Any transportation outside Grady County, Oklahoma boundaries.

## 9. Indemnification

- a. GCCJA and Client agree that should either party, as a result of the other party’s actions, inactions or omissions, incur any liability under this Agreement, the party causing the liability shall, to the extent allowed by law, indemnify and hold harmless the other party. Said indemnification shall include reimbursement for any damages, costs and attorneys fees. Neither party nor its officers and employees, shall be deemed to assume any liability for any intentional or negligent acts, errors or omissions of the other party or its officers or employees that may arise out of the performance of this Agreement.
- b. With that said, the Client inmates housed at the Grady County Criminal Justice Center are the responsibility of the GCCJA. However, should any litigation arise that involves a Client inmate, and the litigation lists the Client in such litigation, the Client understands that they will seek their own representation, separate and apart from GCCJA.
- c. Each party to this Agreement shall have and maintain all appropriate insurance for general liability, workman’s compensation and/or any other insurance required by law.

## 10. Availability of Beds

Nothing in this Agreement shall be construed as a guarantee of the availability of a bed in the Grady County Criminal Justice Center. If the Grady County Criminal Justice Center population is such that it is beyond the lawful capacity as determined by applicable state or federal law, then the GCCJA may turn away some or all of the inmates presented for detention by Client until such time as the Grady County Criminal Justice Center may accommodate any additional inmate or inmates.

## 11. Non-appropriations Clause

The parties understand that this Agreement, and the payments and other monetary obligations of Client hereunder, shall not be construed as creating a multiple-fiscal year debt or other financial obligation of Client, as set forth by the Laws of the State of Oklahoma. This Agreement shall not obligate Client, directly or indirectly, to make any payments or meet any other monetary obligations required herein, beyond such payments or obligations as are appropriated for any fiscal year in which this Agreement is in effect. In the event Client fails to budget and appropriate, on or before their annual budget appropriations of each year, funds sufficient to pay all obligations due for the next ensuing year, an Event of Non-appropriation shall be deemed to have occurred and this Agreement shall cease and terminate. If an Event of Non-appropriation occurs, Client shall only be obligated to make payments to

GCCJA for those amounts accrued for inmate housing and services provided and shall remove the Client inmates as set forth in Paragraphs 4 and 5.

## Schedule A

Until further notice is received, the Client Agreement Monitors shall be:

<b>PRIMARY</b>	_____	<b>ALTERNATE</b>	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
Phone:	_____	Phone:	_____

Until further notice is received, the GCCJA Agreement Monitors shall be:

<b>PRIMARY</b>	<b>ALTERNATE</b>	<b>FINANCE</b>
Rusty Winsett	Jim Gerlach	Pam Bush
Captain	Warden/Executive Director	Office Manager
215 North 3 <sup>rd</sup> Street	215 North 3 <sup>rd</sup> Street	215 North 3 <sup>rd</sup> Street
Chickasha, Oklahoma 73018	Chickasha, Oklahoma 73018	Chickasha, Oklahoma 73018
(405)222-1000 x235	(405)222-1000 x237	(405)222-1000 x222

## Schedule B

The costs of providing routine on-site medical and other services, customarily provided to persons sentenced to confinement in the Grady County Criminal Justice Center, shall be considered usual costs incidental to the operation of the Grady County Criminal Justice Center.

These usual costs include, but are not limited to, regularly scheduled sick call, nursing coverage, regular on site physician visits, and the dispensing and cost of over the counter medication for routine and minor illnesses.

Note: Inmates are charged fees

Extraordinary medical expenses for extraordinary health care require immediate notification to Client. Extraordinary health care included but is not limited to, any prescription medication, requirements for oxygen, rehabilitation therapy and equipment; care requiring a general or spinal anesthetic; care requiring the services of a surgeon and attending nursing care; X-rays, incident to continuing off site care, dental surgery excluding the repair of cavities, tooth extraction or routine dental procedures, ambulance or helicopter transportation. Such extraordinary health care also includes any specialty service or other medical or mental health treatment for which GCCJA is separately charged by the health care provider at the Grady County Criminal Justice Center. The Grady County Criminal Justice Center health care provider shall determine when off site care is required for offenders housed at the Grady County Criminal Justice Center.

Extraordinary medical expenses shall be reimbursed by Client, provided:

1. Such service is an emergency medical treatment as determined by the Grady County Criminal Justice Center health care provider and/or medical protocols; or
2. Such service was approved in advance by the Clients Agreement Monitor, to include but not limited to normal protocols.

In cases where the Grady County Criminal Justice Center health care provider has determined that extraordinary care must be provided prior to obtaining the Clients Agreement Monitor's consent, the Grady County Criminal Justice Center health care provider shall notify the Clients Agreement Monitor as soon as practicable, but no later than 3 business days after the rendering of care.

In the event that a Client inmate is medically housed for more than 3 hours away from the Grady County Criminal Justice Center, arrangements will be made by Client to resume custody, responsibility, security and transportation of said inmate unless arrangements have been made with the Grady County Criminal Justice Center Transportation Unit as set forth in paragraph 8.

**IN WITNESS WHEREOF, the parties hereto signing and dating below have entered into this Agreement with the knowledge and understanding, the commencement and changes in the fees become effective on July 1<sup>st</sup>, 2024.)**

**Grady County Criminal Justice Authority (GCCJA)**

**Name:** Jim Gerlach **Title:** Warden/Executive Director

**Signature:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Additional Signature (If Needed):**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

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**Client:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Additional Signatures (If Needed):**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

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Notary area (if needed):