

**OKLAHOMA COUNTY CRIMINAL JUSTICE AUTHORITY – CITY OF SPENCER
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into between the City of Spencer, Oklahoma, an Oklahoma municipality (hereafter referred to as the “City”), and the Oklahoma County Criminal Justice Authority (hereinafter referred to as “Authority”).

RECITALS

WHEREAS, Authority is public trust created pursuant to the authority of Title 60, Section 176 *et seq.* of the Oklahoma Statutes and empowered to operate the Oklahoma County Detention Center for the benefit of Oklahoma County. By the powers granted by Article VIII of the Trust Indenture and in accordance with Title 19, Section 180.43 and Section 513.2 the Authority is empowered to enter contracts as necessary to perform its duties.

WHEREAS, City is a municipality incorporated and acting under the laws of the State of Oklahoma and empowered to enter this Agreement by the powers granted by the City Charter and pursuant to Title 19, Section 180.43.

WHEREAS, this Agreement is made pursuant to the Title 74, Section 1008 of the Interlocal Cooperation Act.

NOW THEREFORE, for and in consideration of the premises and promises herein contained, the parties agree as follows:

ARTICLE I: GENERAL TERMS AND CONDITIONS

A. The purpose of this Agreement is to provide for the incarceration of municipal prisoners within the Oklahoma County Detention Center.

B. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meaning herein specified:

1. “City prisoner” shall be defined as any prisoner incarcerated in the Oklahoma County Detention Center solely on municipal charges, solely on a municipal conviction, and/or any other person that is otherwise held solely at the request of the law enforcement of the municipality that surrendered custody to the Detention Center.

2. “Hold for state prisoner” shall be defined as any prisoner arrested by a municipal police officer, with or without a warrant, for any alleged violation of Oklahoma state law. Hold for state prisoners will become city prisoners as defined herein when all state charges have been declined or otherwise disposed of and the prisoner is being held solely on one or more municipal charges and/or convictions.

3. “Prisoner day” shall be defined as each calendar day, or partial day, that a city prisoner is incarcerated in the Oklahoma County Detention Center.

C. The term of this Agreement shall be from the 1st day of July 2024, at 12:01 a.m., to midnight on the 30th day of June 2025, unless terminated prior thereto in accordance with Article IV.

D. A waiver by the parties of any provision of this Agreement must be in writing and signed by the parties hereto.

E. The rights and duties under this Agreement are not assignable except upon prior written consent of the parties.

F. Title of Paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

ARTICLE II: OBLIGATIONS OF THE PARTIES

A. Authority agrees to provide the following jail services for the incarceration of municipal prisoners and no other:

1. Authority agrees to detain and incarcerate any person delivered to the Oklahoma County Detention Center who is classified as a city prisoner or hold for state prisoner as defined herein and who has been determined to be medically fit for incarceration by medical personnel of the Detention Center. For purposes of this Agreement, physical custody shall be deemed to pass from City to Authority only after the prisoner has been cleared as fit for incarceration by medical personnel of the Detention Center and all necessary documentation for booking of prisoners has been presented to jail staff. Until physical custody of any prisoner is transferred to Authority, City and its officers and employees are exclusively responsible for the custody, safety, and care of the prisoner and any expenses or liability therefor.

2. Upon passage of physical custody of a prisoner from City, Authority agrees to provide access to adequate food, clothing, shelter, and basic on-site medical care to each prisoner until such time as the prisoner is released on bond, by order of a court, or otherwise completes service of any sentence of confinement in the Oklahoma County Detention Center.

3. Authority agrees to coordinate with municipal judges of City for the posting of bonds for city prisoners.

4. Authority agrees to permit employees of City, who have been approved by City's Chief of Police and who are acting in the course of official duties, to have access to any city prisoner or hold for state prisoner at any time while the prisoner is incarcerated at the Oklahoma County Detention Center.

5. Authority agrees to permit employees of City, who have been approved by City's Chief of Police and who are acting in the course of official duties, to assume temporary physical custody of any city prisoner from the Detention Center. Temporary physical custody of any city prisoner is transferred from Authority to City upon

presentment of the prisoner to City's employee. Upon temporary transfer of physical custody from Authority to City, City and its officers and employees are exclusively responsible for the custody, safety, and care of the prisoner and any expenses or liability therefor. Transfer of temporary physical custody from City back to Authority shall occur upon presentment of the prisoner to the Detention Center by City's employee.

6. If a hold for state prisoner requires medical care that cannot be rendered on-site at the Oklahoma County Detention Center, Authority will notify City via a designated contact person. Authority will further transport the prisoner to and from the Detention Center and maintain supervision over the prisoner while care is rendered at the outside facility or until an order of release or recognizance bond is entered by a court.

7. If a city prisoner requires medical care that cannot be rendered on-site at the Oklahoma County Detention Center, Authority will notify City via a designated contact person and proceed as follows:

- a. If the city prisoner requires non-emergency medical care, City will take temporary physical custody of the prisoner and transport them to and from the outside medical care facility. Such transportation will be by a law enforcement vehicle or other means, including ambulance, as is necessary based upon the prisoner's medical condition.
- b. If a city prisoner requires urgent or emergency medical care, Authority will transport the prisoner to a hospital or other appropriate outside medical facility. City will assume temporary physical custody of the prisoner by providing a uniformed officer to remain with the prisoner at the hospital or outside medical facility within four (4) hours of being notified of the prisoner's need for care. Cost of transportation and supervision of the city prisoner by Authority employees prior to City's assumption of temporary physical custody will be borne by City and calculated at the following rates: (i) IRS standard mileage rate as of July 1, 2024; and (ii) staff time calculated in increments of .10 of an hour, rounded up to the next .10 hour. If City does not assume temporary physical custody within four (4) hours of being notified of the prisoner's condition, the staff time rate for Authority employees to maintain physical custody of the city prisoner will increase to \$52.50 per hour for each hour, calculated in increments of .10 of an hour and rounded up to the nearest .10 hour.
- c. If a city prisoner requires medical care from a facility outside of the Detention Center for any reason, City will be the primary party liable for all expenses incurred for medical care and related expenses of the city prisoner. City agrees to indemnify and hold harmless Authority and Oklahoma County, as its beneficiary, from any and all such expenses.

8. Authority agrees to provide jail inspection reports of the State Department of Health to City upon request.

9. Authority agrees to submit monthly statements no later than the 15th of each month following the month of service on a claim form pursuant to statutory and/or City Charter requirements. For compensation purposes, City's financial responsibility ends on

the date City provides Authority documentation authorizing release of a city prisoner regardless of the date of actual release of the prisoner. Compensation for the jail services described herein shall be calculated as the total of the following charges:

- a. \$211.82 for the first prisoner day for each city prisoner detained at the Oklahoma County Detention Center. This includes the first prisoner day upon which a hold for state prisoner becomes a city prisoner even though the prisoner may have been incarcerated for one or more previous days awaiting determination or disposition of all state charges.
- b. \$61.74 for the second prisoner day and every subsequent prisoner day thereafter for each city prisoner detained at the Oklahoma County Detention Center.
- c. Cost of transportation for each city prisoner transported by Authority to an outside hospital or facility for medical care as set forth herein.
- d. Cost of supervision for each city prisoner supervised by Authority employees at an outside hospital or facility for medical care as set forth herein.
- e. Actual cost of medical care rendered to a city prisoner and all related medical expenses from a facility outside of the Oklahoma County Detention Center for any reason.

11. Authority will conduct a quarterly reconciliation of City's hold for state prisoner and city prisoner booking, charging, and case disposition records to ensure accuracy of prisoner classification for purposes of City's financial responsibility under this Agreement. Authority reserves the right to assess additional charges in accordance with the rates as set forth herein for jail services for any prisoner originally classified as a hold for state prisoner and found to be prosecuted upon a municipal citation or charge arising out of the same transaction or occurrence that formed the basis for the original arrest on state charges where the state charges are declined or dismissed without disposition on the merits.

12. Nothing in this Agreement shall limit the ability of Authority to collect fees for medical services as set forth in Section 531 of Title 19 and/or Section 979a of Title 22 of the Oklahoma Statutes.

B. The duties of City under this Agreement are as follows and no other:

1. City will not present any prisoner who is in need of immediate medical care to the Oklahoma County Detention Center. A prisoner in need of immediate medical care includes, but is not limited to, one who is unconscious or semi-conscious, bleeding, or cannot answer questions concerning their health to the satisfaction of medical personnel at the Detention Center. A prisoner who indicates or shows a need for medical care must first be taken to a hospital or other medical facility from a list of providers approved by the contracted medical provider for the Detention Center. City employees must provide documentation of medical evaluation and/or treatment or refusal thereof by an approved hospital or medical facility as part of the documents required for booking and transfer of

physical custody to Authority. Failure to provide such documentation will result in rejection of the prisoner as medically unfit for detention.

2. City shall promptly notify designated employees of the Oklahoma County Detention Center of scheduled court appearances of any city prisoner. City shall assume temporary physical custody of a city prisoner for transport to and from all municipal court appearances. Upon temporary transfer of physical custody from Authority to City, City and its officers and employees are exclusively responsible for the custody, safety, and care of the prisoner and any expenses or liability therefor. Transfer of temporary physical custody from City back to Authority shall occur upon presentment of the prisoner to the Detention Center by City's employee.

3. City employees shall at all times comply with all security and confidentiality policies provided to them by Authority and its employees. Information belonging to Authority shall be safeguarded by City as its own information of like kind, subject to disclosures required by law.

4. City will provide designated employees of Authority written notice of the filing of any one or more municipal citations or charges against a current or former hold for state prisoner arising out of the same transaction or occurrence which formed the basis for the arrest and detention of the hold for state prisoner. Notice shall include the prisoner's name, date of birth, date of arrest, state charges at the time of booking, and the case number of the municipal citation or charge.

5. City will promptly provide designated employees of Authority with documentation relevant to the detention status of any hold for state prisoner or city prisoner. Such documents shall include, but not be limited to, decline or dismissal of state charges by the District Attorney's Office, decline or dismissal of city charges by the Municipal Counselor's Office, orders of release, recognizance bonds, and Judgment and Sentences.

ARTICLE III: MODIFICATION OF AGREEMENT

This Agreement sets forth the complete understanding of the parties and supersedes previous negotiations, representations, and oral agreements between the parties and their agents. No party, agent, administrator, or their employees may alter or change the terms of this Agreement, nor shall any party be bound by any statement or representation not in conformity herewith.

The terms of this Agreement may be amended as required by law or as may be in the interests of the parties. Any such modification and its effective date will be agreed upon by all parties in writing.

ARTICLE IV: CANCELLATION OF AGREEMENT

A. Any party may terminate this Agreement when it is determined to be in the party's best interest. The termination of the Agreement shall be effective thirty (30) days from the receipt of the written notice of termination. Written notice will be given in compliance with Article X of this Agreement.

B. Upon termination of this Agreement prior to the end of the then existing term, City shall pay all amounts due to Authority for jail services rendered up to the effective termination date in accordance with the fees described in Article II hereof.

ARTICLE V: RELATIONSHIP OF THE PARTIES

This Agreement is made between two political subdivisions of the State of Oklahoma. No separate legal entity or organization is created by this Agreement. This Agreement does not create an employment relationship, a joint employment relationship, a borrowed servant relationship, an agency relationship, a joint venture, or an association between the parties.

ARTICLE VI: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended by the parties, nor shall the Agreement be construed to confer upon any person or legal entity not a party to this Agreement any right, remedy, or claim, equitable or legal, under or by reason of this Agreement or any provision hereof. All provisions, conditions, and terms of this Agreement are intended to be and are for the exclusive benefit of Authority and City. Nothing herein shall be construed as consent by the parties to be sued by third parties or that this Agreement can be used in any litigation by third parties.

ARTICLE VII: NO WAIVER OF SOVERIEGN IMMUNITY

Each of the parties are political subdivisions of the state entitled to protections and immunities pursuant to the Governmental Tort Claims Act, Title 51, Section 151 *et seq.* Nothing in this Agreement is intended to or should be construed to be a waiver by any party of sovereign immunity or any other protections provided by the Governmental Tort Claims Act.

ARTICLE VIII: EXECUTION

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

ARTICLE IX: SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

ARTICLE X: NOTICES

All notices, designations, consents, offers, acceptances, or any other communication provided for herein will be given in writing and delivered by First Class U.S. Mail, by receipted hand delivery, or other similar and reliable carrier and addressed to each party as stated below. Notice will be deemed to be provided at the time it is actually received or within five days after deposited in First Class U.S. Mail.

Oklahoma County Criminal Justice Authority
c/o Accounting Department
201 N. Shartel Ave.
Oklahoma City, OK 73102

City of Spencer
c/o Chief of Police
8300 N.E. 36th St.
Spencer, OK 73084

ARTICLE XI: AUTHORIZATION

Each party to this Agreement represents and warrants to the other that they have the right, power, and authority to enter into and perform their obligations under this Agreement. By their signatures hereto, the parties represent that all requisite action to approve execution, delivery, and performance of this Agreement has been taken and that this Agreement constitutes a legal, valid, and binding obligation to the entity he or she represents in accordance with its terms.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above agreement and caused their duly authorized representatives to execute this Agreement.

The Oklahoma County Criminal Justice Authority

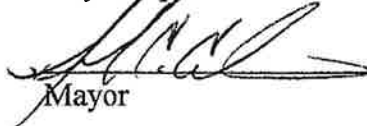

Chairman

Date

ATTEST:

County Clerk

City of Spencer


Mayor

Date Sept. 19, 2024

ATTEST:


City Clerk