

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF
OKLAHOMA COUNTY ON BEHALF OF THE OKLAHOMA COUNTY
SHERIFF AND THE OKLAHOMA COUNTY CRIMINAL JUSTICE
AUTHORITY**

Based upon the following recitals, the Oklahoma County Board of County Commissioners (hereinafter BOCC or Board), with and on behalf of the Oklahoma County Sheriff, and the Oklahoma County Criminal Justice Authority (hereinafter OCCJA or Authority), enter into this Agreement to become effective upon its approval by all parties. This Agreement supersedes all prior Agreements of the parties.

ARTICLE I: RECITALS

WHEREAS, the Board of County Commissioners is the body corporate and politic of Oklahoma County and is empowered to enter into contracts on behalf of the County. 19 Okla. Stat. § 1, 3.

WHEREAS, the Oklahoma County Criminal Justice Authority is a public trust created pursuant to 60 Okla. Stat. § 176 *et seq.* By the authority of the Trust Indenture and in accordance with 19 Okla. Stat. § 513.2, the Authority is empowered to carry out the functions of operating and managing the Oklahoma County Detention Center in accordance with the laws of the State of Oklahoma. Pursuant to Article VIII of the Trust Indenture, the Authority is empowered to enter into contracts as necessary to perform its duties.

WHEREAS, Tommie Johnson III is the duly elected and acting Sheriff of Oklahoma County, the office of which is established by Article 17, Section 2 of the Oklahoma Constitution.

WHEREAS, the joint and collective purpose of this Agreement is to provide for supplemental staffing services as well as secure transportation services of detainees of the Oklahoma County Detention Center to and from the Oklahoma County Courthouse holding facility as set forth by Article IV, Section 7 of the Trust Indenture accepted by the Board of County Commissioners on May 22, 2019, and all subsequent and future amendments thereto.

WHEREAS, this Agreement is entered into pursuant to the Interlocal Cooperation Act, Title 74, Section 1001, *et seq.*, of the Oklahoma Statutes, which authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage.

ARTICLE II: GENERAL TERMS AND CONDITIONS

A. This Agreement shall become effective upon approval of all parties thereto and end on June 30, 2024, with the option to renew for additional one-year periods. Unless otherwise

terminated or suspended in writing in accordance with Article IV hereof, this Agreement will automatically renew on July 1st of each option year.

B. This Agreement constitutes all of the terms and conditions agreed upon by the parties and no party, agent, administrator, or their employees may alter or change the terms hereof. Further, no party shall be bound by any statement or representation not in conformity with this Agreement.

C. Titles 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.

D. 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.

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

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

G. As used in this Agreement, the term “detainee” includes all inmates of the Oklahoma County Detention Center as well as persons ordered by a court to be committed to the custody of the Detention Center, regardless of whether or not they have been formally booked into and received by the Detention Center.

ARTICLE III: DUTIES OF THE PARTIES

A. Duties of the Oklahoma County Sheriff acting in his capacity as a County official are set forth below and no other. Under no circumstances shall any acts undertaken by the Sheriff, in his capacity as a County official and as provided for herein, be construed to render him or the Board of County Commissioners a policy-maker for the Authority nor shall they operate to assume legal custody of any detainee committed to the custody of the Oklahoma County Detention Center.

1. Provide notice to the Authority, or their designee, of a list of detainees scheduled to appear before an Oklahoma County judge no later than 7:00 p.m. on the day before the detainees’ scheduled court date.

2. Provide adequate staff and vehicles for the secure transportation of detainees to and from the Oklahoma County Detention Center and the Oklahoma County Courthouse for detainees scheduled to appear in court or who have otherwise been taken into custody during court proceedings. Round-trip transports will occur twice per day Monday through Friday, excluding County holidays. The first transport will pick up prisoners from the Oklahoma County Detention

Center and depart therefrom no later than 7:30 a.m. and return at the conclusion of the courts' morning docket. The second transport will pick up prisoners from the Oklahoma County Detention Center and depart therefrom no later than 12:30 p.m. and return at the conclusion of the courts' afternoon docket.

3. In the event of a medical emergency involving a detainee during transport or while held at the Oklahoma County Courthouse, the Sheriff shall either notify EMSA for transport or transport the detainee via Deputy to the nearest hospital for treatment, as the situation requires. As soon as practical, the Sheriff will notify the Authority, or their designee, of the occurrence of an emergency event. In no circumstances will the emergency transportation of one or more detainees to a medical facility as the result of an emergency render the Sheriff, the Board of County Commissioners, or their employees liable for the medical expenses of the prisoner(s). Upon notification of such an emergency event, the Authority will have four (4) hours to provide personnel to relieve the Sheriff's employee. Failure to timely relieve the Sheriff's employee will result in the Authority compensating the Sheriff for that employee at a rate of time and a half.

4. In the event of a non-emergency medical event involving a detainee during transport or while held at the Oklahoma County Courthouse, the Sheriff shall notify the Authority, or their designee, of the occurrence of the medical event and return the detainee to the Oklahoma County Detention Center for treatment as soon as practical.

5. Provide secured detention space at the Oklahoma County Courthouse and sufficient personnel to hold detainees for court appearances as well as to receive those committed to the custody of the Oklahoma County Detention Center during a court appearance.

6. Sheriff's personnel will escort detainees to and from such secured area to the assigned courtroom, and will remain with the detainees throughout the court proceeding.

7. Ensure detainees are provided the meals supplied by the Authority at appropriate intervals.

8. Sheriff's personnel will maintain a variety of clothing for use by detainees during court appearances. Upon request of the Sheriff and presentment of clothing, the Authority will wash the clothing and return such items to the Sheriff's personnel.

9. Submit monthly invoices to the Authority for the above-described secure transportation services performed on its behalf at the rate of compensation of a total flat fee of \$63,912.24, inclusive of all taxes and benefits, based on the following estimated costs:

- a. Six (6) full time transportation deputies: \$ 40,838.09 per month
- b. Four (4) full time court holding deputies: \$ 23,074.15 per month
- c. Fuel and vehicle maintenance: \$ 0.655 per mile.
- d. The Sheriff's Office will bill the Authority for any and all overtime costs associated with the performance of the duties defined herein.

B. Duties of the Oklahoma County Criminal Justice Authority under this Agreement are as follows and no other. Notwithstanding any duties performed by the Sheriff in his capacity as a County official, the Board of County Commissioners, and their employees pursuant to this Agreement, the Authority maintains legal custody, constructive and actual, of all detainees held or committed to the custody of the Oklahoma County Detention Center.

1. Ensure all detainees scheduled to appear before a judge of the Oklahoma County District Court have been pulled and are present for loading in the receiving area of the Oklahoma County Detention Center prior to the scheduled departure times. A designated employee of the Authority must conduct a thorough search of each detainee for contraband prior to loading for secure transport.

2. A list of all current detainee separations shall be provided for detainees to be transported.

3. Ensure detainees are afforded the appropriate clothing and property prior to transport. Examples of such requirements: pants, shirt, footwear, court ordered shave and/or haircut, legal materials, and Bible.

4. Ensure all detainees scheduled to appear before a judge of the Oklahoma County District Court have been administered all necessary medications prior to departure. Under no circumstances will the Oklahoma County Sheriff, the Board of County Commissioners, or their employees transport or administer medications to detainees held at the Oklahoma County Courthouse.

5. Supply a sufficient quantity of meals to provide one to each detainee scheduled for transport plus an additional number of meals totaling 10% of the transportation pull for detainees picked up from the Oklahoma County Courthouse for transport to the Oklahoma County Detention Center for detention by order of the courts. Meals must be pre-packaged and ready for transport prior to the scheduled departure times. If the number of detainees taken into custody at the Oklahoma County Courthouse exceeds this additional amount, the Authority will be notified and a sufficient number of meals will be prepared and provided to Sheriff's personnel.

6. Provide sufficient parking for Sheriff transportation personnel and transport vehicles.

7. Remit payment for secure transportation services payable to the Sheriff of Oklahoma County within thirty (30) days of receipt of the invoice for services.

ARTICLE IV: TERMINATION OF THE AGREEMENT

A. This Agreement may be suspended immediately or terminated by the Board of County Commissioners on behalf of the Sheriff or the Oklahoma County Criminal Justice Authority for cause. Grounds constituting cause include, but are not limited to:

1. The failure of a party to comply with any provision of this Agreement or with any applicable laws, regulations, guidelines, or procedures or is dilatory in executing its commitments under this Agreement.

2. Funds to pay for services provided herein become unavailable for any reason.

B. To the extent possible, the Authority or the BOCC/Sheriff will provide the other party with notice and a reasonable opportunity to cure or remedy the cause prior to exercising the right to terminate this Agreement. The party receiving such notice will have ten (10) days from the receipt of such notice to correct the condition to the other party's satisfaction. If the condition is not corrected and the period allowed for correction is not extended by agreement of the parties, the non-compliant party may be determined to be in breach and the Agreement terminated effective immediately upon receipt of written notice thereof.

C. No party to this Agreement shall be deemed to be in default in the performance of their obligations hereunder by reason of any act of God, fire, natural disasters, accident, act of terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party, provided that such party promptly gives the other party written notice of such force majeure.

D. Notwithstanding the ability to suspend or terminate this Agreement for cause, 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 IX of this Agreement.

E. Upon termination of this Agreement for any reason, prior to the end of the then existing term, the Authority shall pay all amounts due to the BOCC/Sheriff for supplemental secure detention services and/or secure transportation services rendered up to the effective termination date, prorated as necessary, in accordance with the fees described in Article III hereof.

ARTICLE V: RELATIONSHIP OF THE PARTIES

This Agreement is made between two political subdivisions. This Agreement does not create an employment relationship, a joint employment 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 benefits of the Authority and the BOCC. Nothing herein shall be construed as consent by a political subdivision of the State of Oklahoma to be sued by third parties or that this Agreement can be used in any litigation by third parties.

ARTICLE VII: LIABILITY

A. The parties agree that the Governmental Tort Claims Act, 51 Okla. Stat. § 151 *et seq.* shall govern all tort actions brought against any party. Nothing herein shall be construed as a waiver or limitation of the sovereign immunity of any of the parties. All defenses and immunities relative to sovereign immunity shall be preserved. Each party shall be solely responsible for the acts or omissions of its employees and/or agents acting within the scope of their employment. In no circumstance shall the Board of County Commissioners, the Sheriff, and/or employees of Oklahoma County be held liable for acts or omissions made by any County employee in performing services pursuant to this Agreement and for the benefit of the Authority.

B. The Authority shall indemnify and hold harmless the Board of County Commissioners, the Oklahoma County Sheriff, and all of their employees from any and all assessments, judgments, costs including attorney's fees, and legal and other reasonable expenses for the performance of services described herein for the benefit of the Authority in accordance with this Agreement.

ARTICLE VIII: SEVERABILITY CLAUSE

If any provision of this Agreement or its application to any person or circumstance is held invalid by any 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 IX: 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.

Board of County Commissioners of Oklahoma County
c/o Office of the Chairperson
320 Robert S. Kerr
Oklahoma City, OK 73102

Oklahoma County Criminal Justice Authority

c/o Ms. Brandi Garner, CEO and Jail Administrator
201 North Shartel
Oklahoma City, OK 73102

With copies to:

District Attorney's Office
320 Robert S. Kerr
Oklahoma City, OK 73102
Legal Counsel

ARTICLE X: 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.

ARTICLE XI: 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.

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.

Brain Maughan (DATE)
Chairperson of the Board of County
Commissioners of Oklahoma County

Joe Allbaugh (DATE)
Chairperson of the Oklahoma County
Criminal Justice Authority

Carrie Blumert (DATE)
Oklahoma County Commissioner, Dist. 1

Tommie Johnson III (DATE)
Oklahoma County Sheriff

Myles Davidson (DATE)
Oklahoma County Commissioner, Dist. 3

ATTEST:

Maressa Treat Oklahoma County Clerk (DATE)