

TRUST INDENTURE
CREATING THE
OKLAHOMA COUNTY CRIMINAL JUSTICE AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

This Trust Indenture dated as of the ____ day of _____, 2019, by _____, acting as Chairman of the Oklahoma County Commissioners and the trustor hereof and hereinafter referred to as the Trustor, and P.D. Taylor, as Sheriff of Oklahoma County (or his designee), _____ as County Commissioner of Oklahoma County (or his/her designee), _____ as the appointee of the District One County Commissioner, _____ as the appointee of the District Two County Commissioner, _____ as the appointee of the District Three County Commissioner, _____, _____, _____, _____, each as Commission Appointed Trustees as provided for herein, and their respective successors as provided herein, who shall be and are hereinafter referred to as Trustees of the Oklahoma County Criminal Justice Authority, hereinafter referred to as "Authority" or "Trust" hereby creates and establishes a public trust for the use and benefit of Oklahoma County, Oklahoma (the "Beneficiary") pursuant to the terms of Okla. Stats. Tit. 60, § 176 *et seq.*, as amended, and prescribes the terms thereof as follows:

NOW, THEREFORE, in consideration of the payment by the Trustor to the Trustees of the sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as Trustor, or others may heretofore or from time to time hereafter assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

TO HAVE AND HOLD such property and the proceeds, rents, profits, and increases thereon unto said Trustees and said Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the County of Oklahoma, State of Oklahoma, such County being hereby designated as the "Beneficiary" and upon the trusts, terms and conditions hereinafter stated.

ARTICLE I

Creation of Trust

The undersigned Trustor creates and establishes a Trust for the use and benefit of the Beneficiary for the public purposes hereinafter set forth, under the provisions of Okla. Stats. Tit. 60, § 176 *et seq.*, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes and laws of the State of Oklahoma.

The undersigned Trustor hereby conveys and assigns to the Trustees of the Authority any and all right, title and interest he may have in and under this Trust Indenture and the trust created hereunder, including, without limitation, the right to consent to and approve any further changes, amendments or supplements to this Trust Indenture.

ARTICLE II

Name and Effective Date of Trust

The Trustees of this Trust shall conduct all business and execute or authorize the execution of all instruments in the name of this Trust, which shall be the “Oklahoma County Criminal Justice Authority” and otherwise perform the duties and functions required in the execution of this Trust, and hereby authorize the Chair or Vice Chair and the Secretary or Assistant Secretary of the Trust to execute instruments on behalf of the Trust as directed by duly enacted resolutions of the Trust. This Trust Indenture shall be in full force and effect from and after the date of execution by the Trustees of the Trust and acceptance of the beneficial interest herein by the Beneficiary.

ARTICLE III

Definitions

“Act” shall mean the Oklahoma Public Trust Act, being Okla. Stats. Tit. 60, § 176 *et seq.*, as amended and supplemented.

“Authority” or “Trust” shall mean the “Oklahoma County Criminal Justice Authority” created pursuant to this Trust Indenture, and the Trustees thereof, acting on behalf of and in the name of said Authority.

“Beneficiary” shall mean the County of Oklahoma, State of Oklahoma, acting by and through its Board of County Commissioners.

“Bonds” or “Notes” shall mean respectively the bonds and notes or other obligations of the Authority.

“By-Laws” shall mean the By-Laws, if any, duly adopted by the Authority as the same may be amended from time to time.

“Governmental Agency” shall mean the United States of America and the State or any department, division, public corporation, public agency, political subdivision or other public instrumentality of either.

“Indenture” or “Trust Indenture” shall mean this Trust Indenture as amended and supplemented from time to time.

“Jail Facilities” shall mean only enterprises or facilities relating to, in support of or operated in conjunction with jail, prison, correctional, detention, rehabilitation, mental health, addiction, diversion, justice, and related facilities, all as collectively described in Article IV of this Indenture (and as specifically limited therein).

“Lending Institution” shall mean any bank or trust company, Federal National Mortgage Association, mortgage banker, mortgage company, national banking association, savings bank, savings and loan association and any other financial institution or Governmental Agency or person.

“Oath of Office” shall collectively mean any such oath(s) of office, loyalty oath(s), or similar qualifications as may be required of elected or appointed public officials from time to time by applicable law.

“State” shall mean the State of Oklahoma.

“Trustees” shall mean the Trustees of the Authority.

ARTICLE IV

Purposes of Authority

The purposes of this Authority pertain to Jail Facilities exclusively, as more specifically set forth herein:

- (1) To assist the Beneficiary, the State of Oklahoma, Governmental Agencies, municipalities and private entities, agencies and citizens in making the most efficient use of all of their economic resources and powers in accord with the needs and benefit of the State of Oklahoma and the Beneficiary in order to lessen the burdens on government and to insure the safety and security of the citizens thereof, specifically including, but not limited to, the power to conduct studies and prepare comprehensive plans relating to the Beneficiary's criminal justice and administration facilities, corrections and detention facilities and the resources of the Beneficiary; to own, operate and manage jails, prisons, correctional, detention, rehabilitation, mental health, addiction, diversion, justice and related facilities (*i.e.*, the “Jail Facilities”); and to otherwise promote the general welfare of the Citizens of the Beneficiary and to finance any and all programs and facilities and develop resources to pay for the foregoing and, without restriction, in furtherance of the foregoing general objectives, the following specific powers or purposes, to wit:
 - (a) To promote, operate, finance and develop Jail Facilities for the temporary or longer term detention or incarceration of adult or appropriate youthful offender males and females, together with related facilities of any type or description including, but not limited to, those for administration, criminal justice, medical, social services, recreational facilities, food handling, inmate housing and other enterprises or facilities relating to, in support of or operated in conjunction with said Jail Facilities as described herein.

- (b) To promote, operate, finance and develop rehabilitation, addiction, mental health, and other diversion services, projects or facilities relating to the operation of a Jail Facilities of any sort or description including, but not limited to, any land or personal property related thereto.
 - (c) To promote, operate, develop and finance projects or facilities relating to Jail Facilities of any sort or description including, but not limited to, any land or personal property related thereto.
 - (d) To promote, operate, finance and develop commercial and other projects or facilities related to Jail Facilities and to exercise all of the powers, privileges and prerogatives of county public trusts within this State.
 - (e) To administer funds for the purpose of acquiring a site(s) for Jail Facilities, for the temporary or longer-term detention or incarceration of adults or appropriate youthful offenders and any related facilities.
 - (f) To plan, establish, develop, construct, finance, enlarge, remodel, acquire, improve, alter, extend, maintain, equip, operate, lease, furnish and regulate any facilities related to any of the foregoing and, if desired, to lease such facilities and to operate the same in connection therewith and to do, perform, own, acquire, construct or engage in or finance any other enterprise or activity, project or facility to such extent and in such manner as now is or may be considered a proper and lawful function of public trust entities within the State of Oklahoma.
 - (g) The Authority will not perform on behalf of the Beneficiary any duties that are specifically and exclusively reserved by existing law to a sheriff, jailer, undersheriff, or deputy sheriff; furthermore, the Authority will not perform on behalf of the Beneficiary any duties that relate to any other County Officer's office, or to the functions, duties, responsibilities or funding thereof.
- (2) To hold, maintain and administer any leasehold rights in and to physical properties heretofore or hereafter demised to the Beneficiary or the Authority and to comply with the terms and conditions of any such lease.
 - (3) To acquire by lease, purchase, production, reduction to possession or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, furnish, provide, supply, regulate, hold, store and administer any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits and any other thing of value, designated or needful for utilization in furnishing, providing or supplying the aforementioned services, utilities, buildings and facilities; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in or operation and maintenance of said properties, and revenues thereof, and to comply with the terms and conditions of any such contracts, leases or other contracts entered into in connection with the acquisition, equipping, maintenance and disposal of any of said property; and to relinquish, dispose of, rent or otherwise make provisions for properties owned or controlled by the Authority, but no longer needful for trust purposes.

- (4) To acquire, construct, reconstruct, extend, lease, purchase, install, equip, maintain, repair, enlarge, remodel and operate any property, improvements, buildings and other facilities of every nature for use by the State of Oklahoma, the United States of America, or the Beneficiary, or for use by authorities, counties, municipalities, political subdivisions or agencies of the State of Oklahoma, the United States of America or the Beneficiary or for the use of corporations, individuals, partnerships, associations or proprietary companies; to plan, establish, develop, construct, enlarge, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer property, buildings, improvements and facilities of every nature, within the territorial boundaries of the Beneficiary which may be useful in securing, developing and maintaining such facilities, functions or activities.
- (5) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings, facilities and all properties (real, personal or mixed) necessary or desirable for executing and fulfilling the Authority's purposes, as set forth in this instrument, and all other charges, costs and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.
- (6) To pledge and expend all funds coming into the hands of the Trustees as revenue or otherwise, including lease payments or other funds provided to the Trustees by the Beneficiary for the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary.
- (7) Specifically excepted and not a part of the Purposes of this Authority are the following:
 - (a) The Oklahoma County Courthouse holding/detention facilities and the Oklahoma County Juvenile Justice Center holding/detention facilities.
 - (b) The detention of any inmates or persons held in the Oklahoma County Courthouse holding/detention facilities and the Oklahoma County Juvenile Justice Center holding/detention facilities who are subject to a Temporary Confinement Order of a Judge of the District Court.
 - (c) Security of the Oklahoma County Courthouse or Oklahoma County Juvenile Justice Center for the judges and staff and the public.
 - (d) The implementation, operations and transportation of any inmates or others in custody or in temporary confinement to and from the Oklahoma County Courthouse or Oklahoma County Juvenile Justice Center.

ARTICLE V

Duration of Trust

This Trust shall have duration for the term of duration of the Beneficiary and until such time as its purposes shall have been fully fulfilled and all indebtedness of the Authority is paid, or until it shall be terminated as hereinafter provided.

ARTICLE VI

The Trust Estate

- (1) The Trust Estate shall consist of:
 - (a) The funds and property presently in the hands of the Trustees or to be hereafter acquired or constructed by the Trustees and dedicated by the Trustor, the Beneficiary and others to be used for trust purposes.
 - (b) Any and all leasehold rights heretofore or hereafter remised to the Trustees by the Beneficiary, and others as authorized and empowered by law.
 - (c) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, mortgages, mortgage loans, collateral and all other things of value heretofore or hereafter coming into the hands of the Trustees under this Trust Indenture.
 - (d) Cash in the sum of \$10.00 paid by the Trustor to the Trustees, receipt of which is hereby specifically acknowledged by the Trustees.
- (2) The Trust Estate shall under no circumstances consist or be deemed to consist of:
 - (a) The Oklahoma County Courthouse or its holding/detention areas or facilities.
 - (b) The Oklahoma County Juvenile Justice Center or its holding/detention areas or facilities.
- (3) Funding for the Trust from a general fund appropriation shall be determined solely by the Oklahoma County Budget Board. The Budget Board's determination as to the adequate general fund appropriation to fund the Trust shall be final. In the event of the dissolution of the Budget Board, the Board of County Commissioners shall act in the capacity of the Budget Board described herein.

ARTICLE VII

The Trustees

- (1) The Trustees of this Authority shall be nine in number. One of the Trustees shall be a member of the Board of County Commissioners of the Beneficiary, or their designee pursuant to Article VII(13) hereof, as chosen by the Board of County Commissioners of the Beneficiary (the "Commissioner Trustee"). One of the members shall be the County Sheriff of the Beneficiary, or their designee pursuant to Article VII(13) hereof (the "Sheriff Trustee" and collectively with the Commissioner Trustee the "Elected Official Trustees"). The Elected Official Trustees shall serve terms coterminous with their then current terms as elected officials. Any successor to the office of Oklahoma County Sheriff (including an official serving in an interim or acting capacity) shall, upon taking the applicable Oath of Office, but without any further act, deed or conveyance, automatically become a Trustee of this Authority and become fully vested with all the estate, properties, rights, powers, duties and obligations of their predecessor hereunder with like effect as if originally named as a Trustee herein. One Trustee shall be appointed by the District One County Commissioner (the District One Appointee"), one Trustee shall be appointed by the District Two County Commissioner (the District Two Appointee"), and one Trustee shall be appointed by the District Three County Commissioner (the District Three Appointee" and collectively with the District One Appointee and the District Two Appointee the "District Appointed Trustees"). The District Appointed Trustees shall serve terms of six years, shall be Citizens of the Beneficiary, and shall not be an elected official. Each of the District Appointed Trustees shall be confirmed by the Board of County Commissioners, and shall serve initial terms staggered as follows: the appointees of County Commissioner District One and District Three shall serve initial terms of two (2) years, respectively, and the appointee for County Commissioner District Two shall serve an initial term of six (6) years. Upon expiration of a District Appointed Trustee's term, that appointee or a successor shall be appointed for a term of six years. Upon resignation, death, or removal of a District Appointed Trustee, a successor shall be appointed for the remaining portion of the unexpired six-year term. Each successor District Appointed Trustee shall be selected in the manner provided hereinabove and shall, upon taking the applicable Oath of Office, but without any further act, deed or conveyance, automatically become a Trustee of this Authority and become fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein. Four Trustees (the "Commission Appointed Trustees") shall serve terms of six (6) years and shall be Citizens of the Beneficiary, and shall not be an elected official, and whom shall be chosen by a majority vote of the Board of County Commissioners, and shall serve initial terms of four (4) years. Upon expiration of a Commission Appointed Trustee's term, that appointee or a successor shall be appointed for a new term of six (6) years. Upon resignation, death, or removal of a Commission Appointed Trustee, a successor shall be appointed for the remaining portion of the unexpired term of the resigning Trustee. Each successor Commission-Appointed Trustee shall be selected in the manner provided hereinabove and shall, upon taking the applicable Oath of Office, but without any further act, deed or conveyance, automatically become Trustees of this Authority and become fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein. Trustees shall continue to serve until a successor has

been appointed and has taken the applicable Oath of Office. Any District Appointed Trustee or Commission Appointed Trustee may be removed for cause (for a reason set forth in Okla. Stat. Tit. 22 Sec. 1181 or successor statute pertaining to the removal of officers) from office upon a unanimous vote of all three County Commissioners, after a public hearing held before the Board of County Commissioners not less than ten (10) days following written notice to said Trustee, at which public hearing said Trustee shall have the opportunity to be heard. The initial nine Trustees shall be those nine persons executing this Trust Indenture.

- (2) In addition to other removal methods mentioned herein, in the event any Trustee (i) misses more than one-half of the Trust's meetings (regular or special) in any calendar year (or in the case of a Trustee appointed during any calendar year, computed from the date on which he or she is qualified as a Trustee in accordance with this Indenture); or (ii) is convicted, pleads guilty to, or receives a deferred sentence in a court of law for a felony; or (iii) removes his or her residence from Oklahoma County; said Trustee shall be immediately removed from service and a successor shall be appointed as provided herein. In the case of conviction, plea of guilty to, or receipt a deferred sentence, the position of Trustee shall be vacant as of the date of said disposition of the case, disregarding any subsequent appeal thereof to a higher court.
- (3) The Chair of the Trustees, who shall not be an elected official, shall be selected by a majority of the Trustees and shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Trust Indenture. The Trustees may select one of their members to be Vice-Chairman, who shall not be an elected official, who shall act in the place of the Chair during the latter's absence or incapacity to act.
- (4) The County Clerk of Oklahoma County, Oklahoma, shall be the Secretary of the Trustees. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Authority. All meetings of the Trustees, their committees, subcommittees, and advisory committees shall be subject to the Oklahoma Open Meeting Law, and the books, records and minutes of the Trustees, their committees, subcommittees, and advisory committees shall be subject to the Open Records Act. The Trustees may appoint individuals, who may or may not be Trustees, to serve as Assistant Secretary(ies) of the Trustees.
- (5) The Oklahoma County Treasurer shall be the Treasurer of the Trustees. The duties of the Treasurer shall be prescribed by the Trustees.
- (6) The Trustees may, but shall not be required to, appoint a general manager and/or executive director for the Trust Estate, and the Trustees may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust, and may fix their duties, terms of employment and compensation from the Trust Estate. All Trustees shall serve without compensation, but shall be reimbursed for actual expenses incurred in the performance of their duties

hereunder. In the event a general manager and/or executive director for the Trust Estate is appointed by the Trustees, the said general manager and/or executive director shall administer the business of the Trust Estate as directed from time to time by the Trustees.

- (7) The Trustees are authorized to contract, in connection with the incurrence of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contractual obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, may set forth the terms and conditions under which such Temporary Trustee or Trustees or Receiver may be appointed to operate the Trust Estate and may provide for compensation to be paid, and may provide for such appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.
- (8) Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness or obligation of the State or the Beneficiary nor personal obligations of the Trustees, but shall constitute obligations of the Authority only, payable solely from the Trust Estate.
- (9) The Trustees, the State, and the Beneficiary shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.
- (10) Notwithstanding any other provision of this Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.
- (11) The Authority shall cause to be prepared annually at the close of each fiscal year of the Authority an audit of the funds, financial affairs and transactions of the Authority including, but not limited to, all fees, salaries and expenditures in exact amounts and specifying to whom such expenditures were paid. Such audit is to be certified with an opinion of an independent, certified public accountant. A copy of the annual audit of the Authority shall be filed within the time period and in conformity with the provisions of Oklahoma law related thereto. Unless hereafter changed by specific resolution of the Trustees, the fiscal year of the Trust shall be July 1 to June 30 of the following year. All expense incurred in connection with the annual audits shall be paid from the Trust Estate.
- (12) Every person becoming a Trustee shall first take the applicable Oath of Office required by law of an elected or appointed public officer. The Oath of Office shall be administered by any person authorized to administer oaths in the State, and shall be filed with the Clerk of

the Beneficiary. All Trustees shall at all times comply with the conflict of interest provisions of Okla. Stat. Tit. 60 Sec. 178.8 (or successor statute thereto), provided however, the making of any loan or advance of any funds to the Trust, or the purchase of any obligations issued by the Trust, in connection with the performance of any authorized purpose of the Trust, shall not be considered exempt from the provisions of Okla. Stat. Tit. 60 Sec. 178.8 (or successor statute thereto), and provided further, any required lists of conflicts of interest to be filed with the Secretary of State shall also be filed with the Clerk of the Beneficiary. Every officer and employee who handles funds of the Trust shall furnish a good and sufficient fidelity bond in an amount and with surety as may be specified and approved by the Trustees; the Trustees may, but shall not be obligated to, obtain bonds relating to the performance of their duties as Trustees. Such bonds shall be in a surety company authorized to transact surety business in the State and the cost thereof shall be paid from the Trust Estate.

- (13) In the absence of an Elected Official Trustee from a meeting of the Trust or otherwise according to Okla. Stat. Tit. 19 Sec. 180.81, as amended and supplemented and other applicable statutes of the State presently in force and effect, the Elected Official Trustee's Chief Deputy or Undersheriff shall have authority to act as Trustee.

ARTICLE VIII

Powers and Duties of the Trustees

To accomplish the purposes of the Authority, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them otherwise by law or in other parts of this Trust Indenture, including but not limited to the powers and duties provided for in the Act, including the following rights, powers, duties, authority, discretion and privileges, all to be exercised on behalf of and in the name of the Authority:

- (1) To sue and be sued.
- (2) To have a seal and alter same at pleasure.
- (3) To make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions hereunder.
- (4) To make and alter by-laws for its obligations and internal management as provided herein, and to establish committees, subcommittees and/or advisory committees as deemed reasonable and prudent and make appointments of individuals thereto. In addition to any committees, subcommittees and/or advisory committees the Trust may establish, the Trust shall establish a Citizens Advisory Board. The Citizens Advisory Board will act in an advisory role to assist the Trust with regards to community relations and best practices in all aspects of the Trust's functions. The Citizens Advisory Board shall be representative of the community at-large. The Trust will work with the United States Department of Justice's Community Relations Services Division to establish the Citizens Advisory Board.

- (5) To make and alter rules and regulations pertaining to any loan or other program developed by the Authority.
- (6) To acquire, lease, convey, or otherwise hold and dispose of real and personal property for its Trust purposes; provided that, no purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see or be liable for the application of the purchase or rental monies arising therefrom.
- (7) To enter into contracts for sale of Bonds, Notes or other evidences of indebtedness, interim Notes or Bonds or other obligations of the Trust and to issue the same for any of the purposes of the Trust authorized hereby including, but not limited to: the acquisition, construction, reconstruction, equipping or otherwise financing facilities discussed in Article IV hereof or for any other lawfully permitted facilities which may be secured with mortgages, security interests or other collateral satisfactory to the Trustees; acquiring real or personal property or facilities at foreclosure of any loan or obligation or authorized to be acquired pursuant to the terms of this Trust Indenture or other purposes authorized under any instrument securing any indebtedness of the Authority; refunding or advance refunding any outstanding indebtedness of the Authority; creating any reserves or replacement funds, loan funds or other funds or accounts deemed advisable by the Trustees in the furtherance of the Authority purposes or in connection with the securing of any of the Authority's debts or in the administration of Authority programs; and for any other purpose authorized by law and/or by Article IV hereof; and for those purposes the Trustees may:
 - (a) Sell all Bonds, Notes or other evidences of indebtedness or obligations of the Authority at public or private sale in whole or in installments or series and on such terms and conditions and in such manner as is prescribed by law and as the Trustees shall deem to be in the best interest of the Trust Estate; and
 - (b) Appoint and compensate attorneys, paying agencies and corporate trustees in connection with the issuance of any such Bonds, Notes, evidences of indebtedness or other obligations of the Authority; and
 - (c) Pay all expenses incident to the creation of any indebtedness or the issuance of any Bonds, Notes or other evidences of indebtedness including, but not limited to, printing expenses, feasibility studies, special consultants, travel expenses or reproduction expenses; and
 - (d) Create any reserve fund and any and all other funds and accounts as the Authority shall deem necessary or desirable in connection with the issuance of any Bonds, Notes or other evidences of indebtedness.

Any such indebtedness shall be deemed to be incurred or issued on behalf of the Beneficiary and may be general or special obligations of the Authority as the Trustees may from time to time determine; provided however, such obligations shall not constitute an indebtedness or obligation of the State or the Beneficiary nor personal obligations of the Trustees, but shall constitute obligations of the Authority only, payable solely from the Trust Estate.

- (8) To purchase or redeem their Bonds, Notes or other evidences of indebtedness in whole or in part prior to the stated maturity thereof as specified in any instrument authorizing the issuance or securing the payment of any such indebtedness.
- (9) To pledge any or all of the Trust's revenues or assets to secure the payment of any of its indebtedness.
- (10) To enter into agreements with or participate in any programs of the Beneficiary, the State of Oklahoma, or any agency or instrumentality thereof, the United States of America, or any agency or instrumentality thereof.
- (11) To enter into and execute, purchase, lease or otherwise acquire property, real, personal or mixed, contracts, leases, rights, privileges, benefits, choses in action or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise.
- (12) To fix, demand and collect charges, rentals and fees for the services and facilities of the Authority and to discontinue the furnishing of services and facilities to, and foreclose on any collateral of, any person, firm, or corporation, or public instrumentality delinquent in the payment of any indebtedness to the Authority; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.
- (13) To make and perform contracts of every kind including, management contracts, with any person, firm, corporation, association, joint venture, trusteeship, municipality, government, sovereignty or other entity; and without limitation as to amount, to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Authority, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, collateral, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Authority purposes set out herein.
- (14) To exercise or to request of, arrange or contract with the Beneficiary or any governmental unit, agency or political subdivision thereof for the exercise of the power of eminent domain as necessary in establishing, operating, administering and maintaining any Authority facilities, systems, projects or programs.
- (15) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, to from time to time transfer any surplus funds to the Beneficiary as the Authority in its sole discretion may determine and, upon termination of the Authority, to distribute the residue and remainder of such funds to the Beneficiary.
- (16) To contract for services with firms or persons or other units and entities of government or private entities or agencies to carry out the purposes of the Trust; to apply for, contract for, receive and expend for its purposes, funds or grants from any governmental or non-

governmental agency or entity, the Beneficiary, the State, the Federal Government or any agency or department thereof, or from any other source.

- (17) To receive funds, money, property, collateral, services, rights and choses in action from any source to finance the programs and operations of the Trust; to receive grants, gifts, contributions and donations to carry out the purposes for which the Trust is formed; to receive and accept from any Federal, State or private agencies or entities, grants or loans for or in aid of the construction of any facility or system and to receive and accept aid or contributions of money, labor or any other valuable things from any source.
- (18) To plan, coordinate, implement, administer or otherwise carry out public works or other projects or programs for public purposes for the benefit of the Beneficiary.
- (19) To invest monies of the Authority not required for immediate use, including proceeds from the sale of any Bonds or Notes, in accordance with the laws of the State.
- (20) To renegotiate, refinance or foreclose, or contract for the foreclosure of any mortgage, security interest or other obligation in default; to waive any default or consent to the modification of the terms of any mortgage; to commence any action to protect or enforce any right conferred upon it by any law, mortgage, security interest, contract or other agreement, and to bid for and purchase such property at any foreclosure or at any other sale, or acquire or take possession of any such property; to operate, manage, rehabilitate, improve, lease, dispose of, and otherwise deal with such property, in such manner as may be necessary to protect the interests of the Authority and the holders of its Bonds, Notes or other obligations.
- (21) To renegotiate or refinance any loan in default; waive any default or consent to the modification of the terms of any loan, and commence any action or proceedings to protect or enforce any right conferred upon it by law, loan agreement, contract or other agreement.
- (22) To make and execute contracts and appoint agents for the administration or servicing of any loan made or acquired by the Authority and pay the reasonable value of services rendered to the Authority pursuant to such contracts.
- (23) To sell any loans made or acquired by the Trust at public or private sale and at such price or prices and on such terms as the Authority shall determine.
- (24) To collect and pay reasonable fees and charges in connection with making, committing to make, purchasing or committing to purchase and servicing its Notes, Bonds, commitments and other evidences of indebtedness.
- (25) To procure insurance against any type loss in such amounts, and from such insurers, as it may deem necessary or desirable.
- (26) To consent, whenever it shall be deemed necessary or desirable in the fulfillment of its trust purposes, to the modification of the rate of interest, time of payment of any installment of principal or interest, or any other terms of any mortgage loan, mortgage loan commitment, construction loan, temporary loan, contract or agreement of any kind to which the Authority is a party.

- (27) To do any and all things necessary or convenient to carry out its purposes and exercise the powers given and granted herein, and to do all other acts in their judgment necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.
- (28) To exercise exclusive management and control of the properties of the Trust Estate.
- (29) To contract for the furnishing of any services or the performance of any duties that they may deem necessary or proper and pay for the same as they see fit.
- (30) To select depositories for the funds and securities of the Authority.
- (31) To compromise any debts or claims of or against the Trust Estate, and adjust any dispute in relation to such debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Authority; and they shall defend, in their discretion, any suit against the Authority, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of exclusive assets of the Trust Estate, together with court costs and attorney's fees. All such expenditures shall be treated as expenses of executing this Authority.
- (32) To do each and all things necessary to implement the purposes of this Trust as set out herein, and to that end Article IV "Purposes of Authority" is incorporated in its entirety under this "Powers" Article for the purpose of insuring that all appropriate power is granted to the Trustees to accomplish the purposes hereof without inhibition.
- (33) To operate and manage, and/or contract for the operation and management of any Jail Facilities contemplated under this Trust Indenture, to the full extent allowable by law.
- (34) To provide pursuant to Okla. Stats. Tit. 19, §153.2, any contract for management or operation of any jail or other detention facility shall be required to have a provision in such contract requiring compliance with the duties and responsibilities imposed by statute or rule to operate or manage a jail facility, holding facility or detention center.
- (35) To require any contract for the management or operation of any jail or other detention facility shall require the management entity or operation entity to indemnify the Trust and Trustees, the Beneficiary, and the Board of County Commissioners of the Beneficiary and its members, from any and all liability incurred as a result of management or operation of the jail or other detention facility, or as a result of any act or omission of the management entity or operation entity or its agents. Said indemnity shall be secured by an insurance policy by an insurer duly licensed in Oklahoma which limits shall be no less than one million dollars (\$1,000,000) per occurrence, or by a surety bond in an amount no less than one million dollars (\$1,000,000) per occurrence, or by a first lien on real estate in an amount no less than one million dollars (\$1,000,000) per occurrence, each with a three million (\$3,000,000) annual aggregate limit.
- (36) To release Request for Proposal(s) ("RFPs") from time to time as deemed reasonable and prudent pertaining to the execution of the purposes of the Authority as set forth in Article IV

herein; provided however, the Trustees shall release not later than October 1, 2019 a Request for Proposal (“RFP”) for operation and/or management of the current Oklahoma County Detention Center (“County Jail”) for such time period as the Trustees may deem appropriate in accordance with industry standards; and provided further, the Trustees shall further publish separate RFPs for contracts for medical service, inmate telephone service, commissary, and other contracts currently with private vendors regarding the County Jail, for provision of said services for such other time period as the Trustees may deem appropriate in accordance with industry standards, except that contracts currently in effect for the aforementioned services shall be permitted to continue through their respective terms; provided however, nothing in this provision shall preclude a potential vendor from providing responses which satisfy all of the conditions of one or all proposals in a single response. Following the expiration of the initial RFP process, the Trustees shall determine a process for evaluating and soliciting new proposals in accordance with industry standards. Notwithstanding anything contained herein to the contrary, the RFP’s contemplated by this paragraph shall not be required if the Trustees elect to employ or engage the County Sheriff or a person, professional corporation or similar entity to operate the County Jail for and on behalf of the Trustees in the role of County Jail Director, Manager or Executive, who may be an employee or independent contractor of the Trustees (or the Beneficiary if the Sheriff is chosen to operate the County Jail), or other arrangements as may be allowed by law.

- (37) Upon establishment and adoption of this Trust Indenture, the Sheriff shall continue to operate the Jail Facilities until such time as the Authority and the Beneficiary shall enter into a lease agreement and/or funding agreement(s) that specifically provides for the Authority to commence responsibility for management and operation of the Jail Facilities in any of the lawful manners described herein. Prior to the Authority expressly assuming such management and operational responsibilities, the Authority is hereby directed by the Beneficiary to evaluate operational and management alternatives through an RFP process or as otherwise described in paragraph (36) herein, and the Sheriff is hereby directed by the Beneficiary to provide reasonable access to the Jail Facilities and to the financial, operational, and procedural records relating thereto as will enable the Authority to effectively consider such alternatives.
- (38) To develop by-laws and or policies and procedures to address administration of the Jail Facilities identified hereunder to meet the following goals, including but not limited to (i) providing for the efficient processing and release of inmates in a timely manner following and order of release or posting bond; (ii) providing accountability and openness in the operations by providing Trustees access to the facilities and books and records; (iii) addressing space and time constraints relative to inmates having the opportunity to visit with attorneys or caseworkers regarding their pending proceedings; (iv) limit potential conflicts of interest between the Trustees and operations of the Jail Facilities; (v) provide for adequate recreation and sufficient out-of-cell time for detainees; (vi) eliminate existing jail triple celling; (vii) ensure that all relevant standards established by Oklahoma State Statutes prescribed and established for county jails including, but not limited to, standards concerning internal and perimeter security, discipline of inmates, employment of inmates, and proper food, clothing, housing, medical care, security, sanitary conditions, diet, living space, discipline, prisoner’s rights, staff training, safety, prisoner supervision and segregation of females, minors and the infirm are followed.

- (39) The Authority and the Trustees and all persons or entities acting on their behest including private entities or contractors shall follow and comply with any of the rules and regulations established by the Presiding Judge of the Seventh Judicial District of the State of Oklahoma or orders of any Judge of the District Court and will be fully responsive to the reasonable and necessary requests and directives of all Judges of the District Court, as required by existing law.

ARTICLE IX

Supervisory Control

The Trust created hereby and the Trustees appointed hereunder are subject to such supervision and control as may be determined from time to time by the Legislature of the State or by regulations that may be issued by departments or agencies of the United States of America, to insure the tax-exempt status of any Bonds, Notes or other evidences of indebtedness issued by the Authority.

ARTICLE X

Beneficiary of Authority

- (1) The Beneficiary of this Authority shall be Oklahoma County, Oklahoma, under and pursuant to Okla. Stats. Tit. 60, § 176 *et seq.*, as amended and supplemented, and other applicable statutes of the State presently in force and effect.
- (2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right whatsoever, to do or transact any business for, or on behalf of or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate or any part thereof, except as herein provided. The Beneficiary shall be entitled solely to the benefits of this Trust as administered by the Trustees hereunder, and at the termination of the Authority, as provided herein, and only then, the Beneficiary shall receive the residue of the Trust Estate.

ARTICLE XI

Adoption and Amendment of By-Laws; Amendment and Termination of Authority

This Trust Indenture may be amended by an affirmative vote of at least five (5) of all Trustees and any such proposed amendment shall be further approved by the affirmative vote of two-thirds (2/3) of the governing body of the Beneficiary before becoming effective.

The Trustees, by an affirmative vote of a majority of all Trustees, may adopt, alter and amend By-Laws of the Authority.

PROVIDED, HOWEVER, that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination in any manner which would be adverse to the interest of the holders of any evidence of indebtedness of the Authority without the consent of holders of indebtedness who would be adversely affected, which consent may be given by less than all of such holders, if so provided in any resolution, indenture or agreement relating to such indebtedness.

This Authority shall terminate --

- (1) When the purposes set out in Article IV of this instrument shall have been fully executed; or
- (2) In the manner provided by Oklahoma law. Provided, however, that this Authority shall not be terminated by voluntary action while there be outstanding indebtedness or fixed obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Authority, the Trustees shall proceed to wind up the affairs of this Authority, and after payment of all debts, expenses and obligations out of the monies and properties of the Trust Estate to the extent thereof, the Trustees shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall terminate.

ARTICLE XII

The Trustees accept the Authority herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

Notwithstanding anything contained herein to the contrary, where the functions of a Trustee(s) are exercised by one who is in actual possession of the office under color of title, even if the Trustee(s) may not be properly qualified in accordance with the terms of the Indenture or law, such Trustee(s) shall be de facto Trustees and all of their acts shall be valid and fully enforceable in accordance with their terms and shall not be subject to collateral attack or challenge.

[Remainder of Page
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IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

_____, Trustor

_____, Trustee

_____, Trustee

_____, Trustee

_____, Trustee

_____, Trustee

_____, Trustee

_____, Trustee

_____, Trustee

_____, Trustee

[illegible]

BEFORE ME, the undersigned, a Notary Public in and for the above County and State, on the ____ day of _____, 2019, appeared _____ and further known to me to be the identical person who subscribed his name to the foregoing instrument, as Trustor, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

(SEAL)

Notary Public

My Commission Expires: _____.
Commission Number: _____.

[illegible]

BEFORE ME, the undersigned, a Notary Public in and for said county and State, on the ____ day of _____, 2019, personally appeared _____, _____, _____, _____, _____, _____, _____ and _____ and further known to me to be the identical persons who subscribed their names to the foregoing instrument, as Trustees, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

(SEAL)

Notary Public

My Commission Expires: _____.
Commission Number: _____.

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the Board of County Commissioners of Oklahoma County, State of Oklahoma, hereby accepts the beneficial interest in the Authority created by the within and foregoing Trust Indenture, for and on behalf of Oklahoma County, Oklahoma in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as Chairman of the Board of County Commissioners of said County, attested by the County Clerk of said County, pursuant to direction of the Board of County Commissioners this ____ day of _____, 2019.

OKLAHOMA COUNTY, OKLAHOMA

(SEAL)

Chairman, Board of County Commissioners

ATTEST:

County Clerk