

**OKLAHOMA COUNTY CRIMINAL JUSTICE AUTHORITY AND CITY OF  
OKLAHOMA CITY JAIL SERVICES AGREEMENT**

This Jail Services Agreement, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between The City of Oklahoma City, an Oklahoma municipal corporation (hereafter referred to as the “City”), and the Oklahoma County Criminal Justice Authority (hereafter referred to as the “Authority”).

**WITNESSETH:**

**WHEREAS**, prior to fiscal year 1997/98, the City and County Sheriff each maintained separate jail facilities in downtown Oklahoma City; and

**WHEREAS**, the County constructed a jail facility (herein referred to as the “County Jail”) with sufficient capacity to obviate the need for both current jail facilities; and

**WHEREAS**, it was in the interests of all Parties to enter into an agreement to consolidate jail Operations by use of the County Jail; and

**WHEREAS**, the Oklahoma County Criminal Justice Authority is a public trust created pursuant to 60 O.S. § 176 *et seq.* and by the authority of the Trust Indenture and in accordance with 19 O.S. § 513.2, the Authority is empowered to carry out the functions of operating and managing the County Jail in accordance with the laws of the State of Oklahoma; and

**WHEREAS**, pursuant to Article VIII of the Trust Indenture, the Authority is empowered to enter into contracts as necessary to perform its duties; and

**WHEREAS**, this Agreement is made pursuant to the provisions of Title 74, Section 1008 of the Oklahoma State Statutes, and the County Jail Facility involved shall meet standards set forth in 74 O.S. § 192 and all constitutional rights as provided for under State and Federal Constitutions; and

**WHEREAS**, Title 19, Section 180.43 of the Oklahoma State Statutes contemplates that the expenses for the feeding, care, housing and upkeep of City prisoners are to be paid from City funds received pursuant to this contract.

**NOW THEREFORE**, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

**1. Term / Renewal.**

The term of this Agreement shall be retroactive to commence on the 1st day of July 2021, at 12:01 a.m., and terminate at midnight on the 30th day of June 2022.

This Agreement may be renewed in writing by the City and Authority for additional one-year terms, to begin at 12:01 a.m., on July 1st and to terminate at midnight on the 30th of June of the following calendar year. The terms of each succeeding contract, except compensation, shall

be the same as the previous contract unless an amended or revised contract is subsequently entered into. Authority and City shall agree upon the compensation payable to the Authority for the next renewal period no later than February 15 of the preceding fiscal year. Compensation may be increased or decreased:

1. Based on an amount agreed to by the parties.
2. Based on costs related to changes in federal or state law mandating a change in conditions of custody. Any change during the contract term must be done by amendment as required by the provisions of this Agreement.

No Agreement or Renewal Agreement contemplated herein shall be effective absent its approval by all parties within the fiscal year from which funds are to be paid.

Notwithstanding any provisions to the contrary herein, this Agreement shall be subject to fiscal limitations imposed upon political subdivisions of the State of Oklahoma pursuant to Article X, Section 26 of the Oklahoma Constitution. Furthermore, this Agreement shall not in any way bind any party beyond the current fiscal year.

**2. No Separate Legal Entity.**

No separate legal entity or organization shall be deemed created by virtue of this Agreement.

**3. Definitions.**

- A. "City Prisoner" shall be defined as any prisoner incarcerated in the County Jail solely on Oklahoma City municipal charges, solely on Oklahoma City municipal convictions, and/or any other person that is otherwise held solely at the request of the City. If any non-City charges or warrants are added to a prisoner, that prisoner is no longer a City Prisoner.
- B. "Hold for State Prisoner" shall be defined as a prisoner arrested by a City police officer with or without a warrant for any alleged violation of state law. Hold for State Prisoners will become City Prisoners when all state charges have been declined or disposed of and the prisoner is being held only for Oklahoma City municipal charges, or Oklahoma City municipal convictions.

**4. Purpose.**

The purpose of this Agreement is to provide for the incarceration of City Prisoners within the County Jail, under the custody of Authority officials, and to otherwise coordinate booking and detention functions.

**5. Financial Obligation of the City.**

The financial obligations of the City under this Agreement shall be limited to Compensation as

set out below.

**6. Termination.**

- A. This Agreement may be terminated by any Party for any reason, or for no reason, upon one hundred twenty (120) days written notice to the other Parties.
- B. This Agreement may be terminated by any Party for cause upon the passage of sixty (60) days after mailing of notice stating the cause has failed to be cured.
- C. In the event of any termination of this Agreement earlier than the 30th day of June 2022, Compensation as set out below, shall be reduced to account for the unexpired term as provided in paragraph 8 hereafter. The City agrees to assert no property rights hereunder, except as specifically set out herein.
- D. In the event of termination of the Agreement for services set forth in this Agreement, prior to the usual, customary useful life of any improvements and/or any equipment purchased by the Authority with funds provided by the City, Authority will reimburse the City for the actual costs of those improvements and the City shall have the authority to take possession of any equipment purchased by City funds as municipal property as allowed by law.
- E. Upon termination of this Contract, the City shall remove all City Prisoners no later than 24 hours from the effective date of the termination.

**7. Inventory.**

Within 10 business days of the effective date of this Agreement, the City agrees to provide an inventory to the Authority of City property located in the County Jail, subject to revisions as necessary. The City expressly reserves any and all property rights, in any and all such City property in the County Jail, and all such property is subject to removal by the City upon the termination of this Agreement.

**8. Compensation.**

As compensation for the services set out below, the City agrees to pay Authority the total annual sum of Four Hundred Eighty-Four Thousand Seven Hundred Twenty Dollars (\$484,720).

This total compensation number was derived based upon a rate of fifty-three dollars and twelve cents (\$53.12) per prisoner per day for twenty-five (25) City Prisoners per day. The City shall pay this amount and the Authority shall provide services even if the daily average is something other than 25 City Prisoners per day.

This amount will be paid out in eleven payments of \$40,393.33 and one final payment of \$40,393.34, and in exchange the Authority will operate and maintain the County Jail and shall assume responsibility for the incarceration of City Prisoner as provided herein and

consistent with applicable statutes of the State of Oklahoma and the laws of the United States of America.

Authority agrees to prepare and submit to the City monthly statements no later than the 15th of each month following the month of service on a claim form pursuant to statutory and charter requirements. The City agrees to use due diligence to pay properly invoiced amounts within thirty (30) days of receipt.

## **9. Services.**

In exchange for the above compensation, Authority agrees to provide a County Jail Facility that shall meet the standards set forth in Title 74, Section 192 of the Oklahoma Statutes and that meets all constitutional standards and rights as provided by State and Federal Constitutions.

I. The Authority agrees to the following:

- A. Authority hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the County Jail who are City Prisoners or Hold for State Prisoners.
- B. Authority agrees to accept and provide for the secure custody, care and safekeeping of City Prisoners or Hold for State Prisoners.
- C. Authority shall permit the law enforcement officers of the City and the City's agents, in the pursuance of official duties, to enter the County Jail at any and all hours for the purpose of conducting official business in the course of the investigative process, including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations.
- D. Authority further agrees to provide adequate working space for Oklahoma City Police Department officers to complete arrest reports. Authority agrees to provide a holding area for City prisoners awaiting booking.
- E. Authority agrees to provide and reserve a designated room for City police officers to conduct interviews of prisoners in the County Jail.
- F. As required by state law, Authority will collect buccal swabs on persons arrested by officers of the Oklahoma City Police Department and submit them to the Oklahoma State Bureau of Investigation (OSBI) in accordance with the standards and procedures set forth in 22 O.S. § 210.
- G. Authority agrees when emergency transportation and admittance of a City Prisoner into a medical facility outside the jail is required or necessary, Authority will call ambulance services to provide transportation for the City Prisoner and will contact Oklahoma City Police Department personnel for the security and hospital watch of such City Prisoner. If Authority must provide security related to transportation, or

initial hospital watch, it is expected that the City will assume the duties of hospital watch within four (4) hours of being notified of the prisoner's admittance to the hospital and the City will pay for Authority expenses according to the terms provided in paragraph II. C. below.

- H. The City authorizes the Authority's use of its equipment and software necessary for conducting video arraignments of City Prisoners as well as other prisoners of other municipalities in the County Jail on those municipalities' municipal charges.
- I. Authority will comply with all Judicial Orders, including but not limited to the release of City Prisoners with own recognizance bonds in the requisite amount of time. Authority shall release City Prisoners within 10 hours of receipt of bond/discharge paperwork, or earlier if required by court order.
- J. Authority's Jail Administrator shall provide monthly reports on the 20<sup>th</sup> day of each month to the Authority Chair, City Manager, and Oklahoma City Chief of Police detailing the following:
  - the number of City Prisoners that were processed in the County Jail in the previous month;
  - the number of City Prisoners released within 12 hours of the Authority taking custody; and
  - the number of City Prisoners released more than 12 hours of the Authority taking custody.

If a report indicates that twenty percent (20%) or more of City Prisoners are being released more than 12 hours after the Authority taking custody of a City prisoner, then Authority shall submit to the City Manager a plan to ensure City Prisoners are released within 10 hours of receipt of bond/discharge paperwork. This plan shall be provided within ten (10) calendar days, from the date of submission of the report. The plans shall provide for rectification of the issue within sixty (60) days.

Failure to submit a plan or complete a submitted plan shall be grounds for termination of this contract under Section 6.B. and the sixty-day notice requirement will be considered given as of the date the plan was due or previously provided.

II. The understands and agrees City to the following:

- A. The City agrees to provide Authority with access to bi-lingual officers of the Oklahoma City Police Department for use in the County Jail where the Authority's existing bi-lingual services are insufficient to address the need for bi-lingual support. Authority will only request the City's bi-lingual officers after Authority has exhausted all other reasonable means to address the bi-lingual issues. If the use of the City's bi-lingual officers results in any overtime to the City, Authority agrees to reimburse the City for the full costs of the bi-lingual officer's time. The City will submit an invoice to the Authority and payment to the City is due within 45 days of receipt of the invoice by the Authority.

- B. The City hereby agrees to assume responsibility for the transportation of City prisoners to all municipal court appearances.
- C. When emergency transportation and admittance of a City Prisoner into a medical facility outside the jail is required or necessary, the City agrees to pay costs incurred by the Authority for the transportation and serving as guards (“hospital watch”) for City Prisoners up to an amount not-to-exceed Seventy-Five Thousand Dollars (\$75,000), unless this Agreement is amended to increase that amount. The cost of the transportation will be the actual mileage at the IRS standard milage rate and the actual staff time at \$35.00 per hour. The City will assume hospital watch within 4 hours of being notified of the prisoner’s admittance to the hospital and if the City fails to do so then the City agrees to pay staff time for hospital watch for that additional time at a rate of \$50.00 an hour. The \$15 increase is to defray the additional cost of staff time. Authority will bill the City for transportation costs as described above by the 15<sup>th</sup> of the following month.

**10. Custody.**

- A. For the purposes of this Agreement, the booking process is as follows
  - 1) City Officer escorts prisoner into the jail and arrestee is patted down by an Authority Detention Officer.
  - 2) City Officer takes arrestee to OCDC medical staff for initial medical screening.
  - 3) City Officer presents arrestee and booking paperwork at County Jail Morpho/Booking window.
  - 4) City Officer leaves County Jail and Authority Detention Officer takes custody of the City Prisoner.

Custody of City Prisoners shall be deemed to pass from City law enforcement officials to the County Jail staff at step when the arrestee is presented and booking paperwork is received by the Authority staff at the Morpho/Booking window.

- B. If a City Prisoner does not pass a later full medical screening then Authority will follow 9.I.G. Upon release from the medical facility and presentation of the City Prisoner at the County Jail with medical facility release paperwork, the Authority shall take custody of and have responsibility for the City Prisoner. If there are further medical questions then County Jail medical staff can contact the medical facility staff for more information, but the City Prisoner will be considered in Authority custody.
- C. City personnel shall coordinate with Municipal Court for the posting of bonds for those persons charged with violations of City ordinances. Bond and fine amounts will be set by Judicial Orders of the Oklahoma City Municipal Courts.

- D. During the time any prisoner is removed from the County Jail, the City assumes responsibility and liability for such prisoners until the return of said prisoners to the County Jail.
- E. If a City Prisoner is released from the custody of Authority within twelve (12) hours of Authority taking custody of the City Prisoner then Authority is not required to perform a warrant check prior to release of the City Prisoner.

**11. Medical Care.**

The City will not present and/or transport any prisoner who is in need of immediate medical care to the County Jail; but rather, will take the prisoner to an approved medical facility for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the Oklahoma City Police Department supervisor on duty or Authority medical personnel, or who are otherwise in need of any medical care will be taken to a hospital prior to being presented for booking in the County Jail.

Once the prisoner is in the custody of the Authority; the Authority agrees to accept and provide for the secure custody, care and safekeeping of City Prisoners in accordance with the Federal and State standards and laws, City ordinances, or court orders applicable to the operations of the facility.

The Authority agrees the compensation set out in paragraph 8 herein, includes providing City prisoners with the same level of medical care and services provided County prisoners, including medical care. Authority shall also notify the designated contact person at the Oklahoma City Police Department when medical care is needed for a City Prisoner at an outside medical care facility, as outlined in Section 9.

Nothing in this contract should act to prohibit the County Jail from assessing and collecting any and all applicable fees, including but not limited to a medical screening fee, as authorized by statute from City Prisoners.

**12. Severable Liability.**

- A. This Agreement shall not be construed as creating any agency or third-party beneficiary agreements in any form or manner whatsoever.
- B. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 O.S. §§151-172. All parties shall further be exclusively responsible for their own acts and the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other parties.

**13. Notices**

All notices required under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the City and Authority at the following addresses:

To City: City Manager, The City of Oklahoma City  
200 N. Walker, 3<sup>rd</sup> Floor  
Oklahoma City, Oklahoma 73102;

and to:  
Chief of Police of Oklahoma City  
700 Colcord Dr.  
Oklahoma City, Oklahoma 73102;

To Authority: Oklahoma County Criminal Justice Authority  
Administrator  
201 N. Shartel  
Oklahoma City, Oklahoma 73102.

**14. Fiscal Limitations.**

The obligation of the Parties to pay out funds in support of this Agreement is specifically subject to the appropriation of sufficient funds for said purpose under the laws of the State of Oklahoma.

**15. Non-Assignable.**

This Agreement shall be non-assignable unless agreed to in writing by all of the parties hereto.

**16. Severable.**

The provisions of this Agreement shall be considered severable and, in the event any part or provisions shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

**17. Laws and Regulations.**

This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma; in particular, the provisions of 74 O.S. § 192, pertaining to minimum standards for jails shall specifically apply.

**18. Multiple Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.



**19. Inspections.**

Authority shall provide any and all inspection reports concerning the County Jail to the Chief of Police and City Manager of the City or their designees, in a timely manner. This provision does not intend, suggest or create any liability or indicate the City has or exerts any control of the County Jail Facility; but rather, is expressly intended solely to allow monitoring of City prisoners and jail standards.

**20. Security.**

City personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the County’s premises. Information belonging to Authority will be safeguarded by the City to the same extent as the City safeguards their information of like kind relating to its own operation, subject to disclosures required by law.

**21. Amendments.**

Any amendment to this Agreement must be in writing and approved by the parties.

**22. Complete Agreement.**

This Agreement is the complete agreement of the Parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the Parties.

**IN WITNESS HEREOF**, the Parties have approved this Agreement and authorized the signatures below as of the dates there set out.

**OKLAHOMA COUNTY CRIMINAL JUSTICE AUTHORITY**

**APPROVED** by the Trustees of the Oklahoma County Criminal Justice Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

**THE CITY OF OKLAHOMA CITY**

**APPROVED** by the Council and **SIGNED** by the Mayor of the City of Oklahoma City  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
MAYOR

**REVIEWED** as to form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor