

## JAIL SERVICES AGREEMENT

This Jail Services Agreement, made and entered into as of this 28 day of July, 2025, by and between The Oklahoma City Municipal Facilities BOARD, a public trust (hereinafter referred to as the "OCMFA"), The City of Oklahoma City (hereinafter referred to as the "CITY"), and the Board of County Commissioners on behalf of the Cleveland County Sheriff's Office, Norman, Oklahoma (hereinafter referred to as the "BOARD").

### WITNESSETH:

**WHEREAS**, prior to fiscal year 1997/98, CITY maintained a municipal jail facility in downtown Oklahoma City and CITY no longer has such facility; and

**WHEREAS**, CITY, from time to time, must incarcerate its prisoners and detainees that are charged with a violation of CITY ordinances; and

**WHEREAS**, the Cleveland County Sheriff (hereinafter referred to as "SHERIFF") operates a jail facility, the Cleveland County Detention Center (hereinafter referred to as the "County Jail") that can be available to aid the CITY for the purpose of housing its prisoners and detainees; and

**WHEREAS**, it is in the interests of all Parties to enter into an agreement to provide for jail services for CITY prisoners and detainees at the County Jail; and

**WHEREAS**, the OCMFA is a public trust created pursuant to 60 O.S. § 176 *et seq.* and pursuant to Article III of the Trust Indenture is authorized to take all actions required to perform such additional purposes as the City Council of its beneficiary, the CITY, may from time to time add by written resolution; and

**WHEREAS**, on June 18, 2024, CITY's Council, by written resolution, authorized the Trust to enter into a service agreement with any appropriate City, County, or Town for the purpose of providing for the safekeeping of prisoners incarcerated solely on Oklahoma City Municipal Charges, convictions and/or any other person that is otherwise held at the request of the CITY; and

**WHEREAS**, this Agreement is made pursuant to the provisions of 74 O.S. § 1008 and 74 O.S. § 195 and the County Jail facility involved shall meet jail standards established in 74 O.S. § 192 and all constitutional rights as provided for under State and Federal Constitutions; and

**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 first term of this Agreement will commence on July 1, 2025, and terminate June 30, 2026, unless previously terminated in accordance with the Termination provisions contained in Paragraph 6. Subject to annual appropriations, this Agreement may be renewed between the Parties for two (2) additional one (1) year terms, to begin at 12:01 a.m., on July 1<sup>st</sup> and to

terminate at midnight on the 30<sup>th</sup> of June of the following calendar year.

The terms of each succeeding Agreement shall be the same as the previous Agreement, except as to compensation or other terms agreed to, in writing, by the parties. No Agreement or Renewal Agreement contemplated herein shall be effective absent approval by both Parties within the fiscal year from which funds are to be paid.

**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. If a federal hold is placed on a CITY Prisoner, that prisoner is no longer a CITY Prisoner.

**4. Purpose.**

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

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

The financial obligations of the OCMFA 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 Party.
- B. This Agreement may be terminated by any Party for cause upon the passage of sixty (60) days if after mailing of notice stating the cause, the cause has failed to be cured.

**8. Compensation.**

As compensation for the BOARD and/or SHERIFF providing for the incarceration of CITY Prisoners within the County Jail, under the custody of SHERIFF officials, and to otherwise coordinate booking and detention functions, the OCMFA agrees to pay as follows:



### 1. Rate Per CITY Prisoner

As compensation for the services listed below, the OCMFA agrees to pay the SHERIFF the sum of sixty-eight dollars and zero cents (\$68.00) per day for each CITY prisoner incarcerated in the County Jail. This rate is not the cost of incarceration ordered by the District Court of Cleveland County and is not reflective of what an inmate shall be ordered to pay. The most recent General Order setting the costs of incarceration is attached hereto. If a subsequent General Order setting Costs of Incarceration is entered before the expiration of this contract, that Order will be sent to the CITY. A "day" of incarceration shall be calculated on a 24-hour basis with a minimum of one (1) day charged for each person incarcerated.

### 2. Invoicing

The SHERIFF will submit a monthly invoice by the fifteenth (15<sup>th</sup>) day of the subsequent month, containing the following information:

- For each CITY Prisoner:
  - First and Last Name of CITY Prisoner
  - Date of birth
  - Charges at time of booking
  - Date and time of booking
  - Date and time of release
  - Booking number
  - SHERIFF'S calculation of the total number of days the SHERIFF is charging for said CITY Prisoner
- TOTAL number of days the SHERIFF is charging for all CITY Prisoners for the month in question

The OCMFA will have 30 days from the date of invoice to remit payment to the SHERIFF. The OCMFA will submit payment for the lesser of the actual number of CITY Prisoner days as verified by the CITY or the number submitted by the SHERIFF.

### 3. Payment Dispute

The BOARD has 30 days from the date each invoice is remitted to dispute the amount invoiced. The SHERIFF has 30 days from the date each payment is remitted to dispute the amount paid. Failure to timely submit a dispute shall constitute acceptance of the amount paid. Disputes will be submitted in writing and contain a detailed description of the reason for the dispute.

Upon receipt of a timely dispute, the OCMFA has 30 days to respond by providing data supporting its remittance. If additional amounts are due and owing to the SHERIFF, the OCMFA will add the additional amount to the following month's payment to the SHERIFF. If the OCMFA determines that the SHERIFF has been overpaid, the amount overpaid will be subtracted from the following month's payment to the SHERIFF.

In the event the BOARD and/or SHERIFF and OCMFA cannot resolve a dispute regarding a properly disputed monthly invoice, Parties agree to meet at least once to attempt to resolve the dispute prior to initiating litigation or otherwise exercising the right to terminate the Agreement.

**9. Services.**

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

I. The BOARD and/or SHERIFF further agree to the following:

- A. The SHERIFF hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the County Jail who are CITY Prisoners.
- B. The SHERIFF agrees to accept and provide for the secure custody, care and safekeeping of CITY Prisoners.
- C. The SHERIFF 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. The obligation of the SHERIFF to assume custody and control of CITY prisoners shall be based on jail capacity standards promulgated by the Oklahoma State Department of Health, Jail Inspection Division. The SHERIFF shall not be obligated to accept CITY prisoners if doing so would violate the SHERIFF'S obligation to observe those standards. The SHERIFF shall not be obligated to house any prisoner at another location to provide room for CITY prisoners.
- E. In the event the CITY desires to arraign its prisoners via video arraignment, the SHERIFF will provide reasonable support. The CITY will be responsible for any costs associated with the installation and/or equipment to provide for video arraignments of CITY prisoners. The CITY agrees to provide 30 days' notice to the SHERIFF of its desire to arraign CITY prisoners by video arraignment.
- F. SHERIFF further agrees to provide adequate working space in the County Jail for CITY's Police officers to complete arrest reports. SHERIFF agrees to provide a holding area for CITY prisoners awaiting booking.
- G. SHERRIFF agrees when emergency transportation and admittance of a CITY Prisoner into a medical facility outside the jail is required or necessary, SHERIFF 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 SHERIFF must provide security related to transportation, or initial hospital watch, it is expected that Oklahoma City Police Department personnel will assume the duties of hospital watch within four (4) hours of being notified of the prisoner's admittance to the hospital and the OCMFA will pay for BOARD expenses according to the terms provided in paragraph II. C. below.

- H. The SHERIFF 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. SHERIFF shall release CITY Prisoners within 10 hours of receipt of bond/discharge paperwork, or earlier if required by court order.
- I. BOARD and/or SHERIFF shall provide quarterly reports to the OCMFA Chair, CITY's City Manager, CITY's Assistant City Manager, and CITY's Chief of Police detailing the following:
  - the number of CITY Prisoners that were processed in the County Jail in the quarter;
  - the number of CITY Prisoners where release paperwork (OR Bond) was submitted within six (6) hours of booking; and
  - the number of CITY Prisoners where release paperwork (OR Bond) was submitted more than six (6) hours of booking; and
  - for each CITY Prisoner, the date and time when release paperwork was submitted and the date and time when the prisoner was released.

If a report indicates that twenty percent (20%) or more of CITY Prisoners are being released more than 12 hours after the SHERIFF received release (OR Bond) paperwork, then BOARD and/or SHERIFF 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.

- J. The BOARD agrees to maintain compliance with applicable jail standards as established by Title 74 O.S. § 192 and as further required by Title 74 O.S. § 195. Failure to comply with any standard that pertains to life, safety, health and security standards shall constitute grounds for termination of this Agreement under Section 6(B).
- II. The CITY understands and agrees to the following:

- A. The CITY hereby agrees to assume responsibility for the transportation of CITY Prisoners to all Municipal Court appearances.
- B. When emergency transportation and admittance of a CITY Prisoner into a medical facility outside the jail is required or necessary, the OCMFA agrees to pay costs incurred by the BOARD and/or SHERIFF 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 mileage 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 OCMFA 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. SHERIFF will bill the OCMFA 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 a County Jail Detention Officer.
  - 2. CITY Officer takes arrestee to County Jail medical staff for initial medical screening.
  - 3. CITY Officer presents arrestee and booking paperwork at County Jail booking area/window.
  - 4. County Jail Detention Officer takes custody, as defined below, of the CITY Prisoner and CITY Officer leaves County Jail.

Custody of CITY Prisoners shall be deemed to pass from CITY law enforcement officials to the SHERIFF or County Jail staff at step when the arrestee is presented and booking paperwork is received by the SHERIFF or County Jail staff at the booking window.

- B. If a CITY Prisoner does not pass a post booking medical screening, then SHERIFF and/or County Jail staff 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 SHERIFF 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 SHERIFF'S 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 CITY prisoner is removed from the County Jail by CITY Police Officers, 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 SHERIFF within twelve (12) hours of SHERIFF taking custody of the CITY Prisoner then SHERIFF 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 SHERIFF or County Jail medical personnel 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 SHERIFF; the SHERIFF agrees to accept and provide for the secure custody, care and safekeeping of the CITY Prisoner in accordance with the Federal and State standards and laws, CITY ordinances, or court orders applicable to the operations of the facility.

The BOARD and SHERIFF agree the compensation set out in Paragraph 8 herein, includes providing CITY prisoners with the same level of medical care and services provided any other prisoner. SHERIFF or County Jail staff 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. Such notification shall not delay the provision of medical care for any CITY Prisoner.

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 OCMFA, CITY and BOARD 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 OCMFA:                      Chairman, Oklahoma City Municipal Property BOARD  
                                    200 N. Walker, 3<sup>rd</sup> Floor  
                                    Oklahoma City, Oklahoma 73102

To BOARD:                      Chairman of the Board of County Commissioners  
                                    201 South Jones, Suite 260  
                                    Norman, Oklahoma 73069

To SHERIFF:                      Cleveland County Sheriff  
                                    111 N. Peters Ave. 6<sup>th</sup> Floor  
                                    Norman, Oklahoma 73069

**14. Fiscal Limitations.**

The obligation of the OCMFA 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.**

BOARD and/or SHERIFF 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 BOARD and/or SHERIFF will be safeguarded by the CITY to the same extent as the CITY safeguards its 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.

**BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY**

**APPROVED** by the Board of County Commissioners for Cleveland County this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**BOARD OF COUNTY COMMISSIONERS  
OF CLEVELAND COUNTY, OKLAHOMA**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Member

ATTEST:

\_\_\_\_\_  
County Clerk or designee

**APPROVED** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
ASSISTANT DISTRICT ATTORNEY

**THE CITY OF OKLAHOMA CITY**

**APPROVED** by the Council and **SIGNED** by the Mayor of the City of Oklahoma City this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

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

\_\_\_\_\_  
Mayor

**ADOPTED** by the Trustees and **APPROVED** by the Chairman of the Oklahoma City Municipal Facilities BOARD this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

**OKLAHOMA CITY MUNICIPAL  
FACILITIES BOARD**

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CHAIRMAN

**REVIEWED** as to form and legality:

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