

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE WEDNESDAY, JUNE 30<sup>th</sup>, 2010 AGENDA

DEPARTMENT: SHERIFF

REQUESTED BY: MAJOR JOHN WALDENVILLE X-1010

REQUISITION NO.: N/A

REQUISITION SHEET ATTACHED:  YES  N/A

NAME OF FUNDS: Sheriff Special Revenue, Prisoner Boarding Fee (REVENUE CONTRACT)

FUND NUMBERS: 1161.5110

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION?  YES  NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: Two.

AGENDA ITEM READS AS FOLLOWS: FY 2010-2011 Contract renewal between the Sheriff's Office and the City of Nicoma Park for the boarding of municipal prisoners.

APPROVED BY DA  
(If Applicable)

APPROVED BY ENGINEER  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

  
ASSISTANT DISTRICT ATTORNEY

\_\_\_\_\_  
COUNTY ENGINEER

\_\_\_\_\_  
PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY:  YES  N/A

COUNTY CLERK:  YES  N/A

Indicate any privacy-protected information that exists \_\_\_\_\_

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

CHAIRMAN

**REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES**

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

**DATE OF REQUEST:** 6/22/2010

**COUNTY DEPARTMENT MAKING REQUEST:** Sheriff

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: FY 2010-2011 Contract renewal between the Sheriff's Office and the City of Nicoma Park for the boarding of municipal prisoners.

**ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.** (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

[Signature]  
COUNTY OFFICER

.....  
**DATE RECEIVED BY DISTRICT ATTORNEY:** 6/22/10

**REPLY BY DISTRICT ATTORNEY:** Reviewed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DAVID PRATER  
DISTRICT ATTORNEY**

By: [Signature]

RECEIVED  
JUN 22 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

STATE OF OKLAHOMA  
COUNTY CLERK  
RECORDED OR FILED  
JUN 22 2010 P 3:00

# PENDING APPROVAL

## OKLAHOMA COUNTY- NICOMA PARK JAIL SERVICES AGREEMENT

This Jail Services Agreement, made and entered into as of this 1<sup>st</sup> day of July 2010, by and between the City of Nicoma Park, Oklahoma, an Oklahoma municipality (hereafter referred to as the "City"), the Board of County Commissioners of Oklahoma County, Oklahoma, a political subdivision of the State of Oklahoma (hereinafter referred to as the "County"), and the Sheriff of Oklahoma County, State of Oklahoma (hereinafter referred to as "County Sheriff").

### WITNESSETH:

**WHEREAS**, this Agreement is made pursuant to the provisions of 74 Oklahoma State Supp. 1994 §1008, and the County Jail Facility involved shall meet standards set forth in 74 Oklahoma State Statute Supp. 1995 §192 and all constitutional rights as provided for under State and Federal Constitutions; and

**WHEREAS**, the County Sheriff or his designee shall have charge of the jail; and

**WHEREAS**, 19 Oklahoma State Statute Supp. 1994 §180.43 contemplates that the expenses for the feeding, care, housing and upkeep of City prisoners are to be paid from City of Nicoma Park 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.**

- A. The term of this agreement shall commence on the 1<sup>st</sup> day of July 2010, at 12:01 a.m., and terminate at midnight on the 30<sup>th</sup> day of June 2011, unless the Parties agree in writing to a different starting time and date. Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed between the City, County, and County Sheriff annually, beginning at 12:01 a.m., on July 1<sup>st</sup> and to terminate at midnight on the 30<sup>th</sup> of June the following calendar year. The terms of each succeeding contract shall be the same as the previous contract, except as to compensation or other terms agreed to by the Parties. The County and City shall agree upon a per diem cost per prisoner for the next renewal period no later than February 15 of the preceding fiscal year. Compensation may be increased or decreased based on the Administrative Order setting forth the "Average Daily Cost of Incarceration in the Oklahoma County Jail" as determined annually by the Presiding Administrative Judge in the District Court of Oklahoma County.

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1. 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.
2. 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 §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. A City prisoner shall be defined as any prisoner incarcerated in the County Jail solely on municipal charges, solely on municipal convictions and/or any other person that is otherwise held solely at the request of the City police.
  - B. A “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 municipal charge(s), or municipal conviction(s).
  - C. A prisoner day shall be defined as each calendar day that a City prisoner, as defined herein, is incarcerated in the Oklahoma County Jail.
4. **Purpose.**  
The purpose of this Agreement is to provide for the incarceration of City prisoners and “Hold for State” prisoners within the Oklahoma County Jail, under the custody of County 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 eighty (180) days written notice to the other Parties.

# PENDING APPROVAL

- B. This Agreement may be terminated by any Party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

## 7. **Compensation.**

As compensation for the services set out below, the City agrees to pay the County Sheriff a rate of forty-five dollars and ninety-six cents (\$45.96) per prisoner per day the inmate is held on behalf of the City, in consideration of which the County Sheriff will operate and maintain a County Jail and shall assume responsibility for the incarceration of City prisoners therein consistent with applicable statutes of the State of Oklahoma and the laws of the United States of America for detention for violation of municipal ordinances of the City or otherwise held for City Police.

The County Sheriff agrees to prepare and submit to the City monthly statements no later than the 15<sup>th</sup> 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.

## 8. **Services.**

In exchange for the above compensation, the County Sheriff agrees to provide a County Jail Facility that shall meet the standards set forth in 74 Oklahoma State Statute Supp. 1995 §192, and all constitutional rights as provided by State and Federal Constitutions and provide the following services:

- A. The County Sheriff 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, as defined herein.
- B. The County Sheriff shall permit the law enforcement officers of the City and the City's agents, in the pursuance of official duties, as approved by the Chief of Police of the City and the County Sheriff, 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. During such time the City assumes responsibility and liability for such prisoners until the return of said prisoners to the County Jail.
- C. The County and County Sheriff shall allow the City access, at all times, to persons incarcerated pursuant solely to City ordinance violations and/or municipal convictions. The City assumes responsibility and liability for any and all prisoners or trustees upon their removal from the premises until such time as they are returned to the facility by the City.

# PENDING APPROVAL

D. The County Sheriff agrees to provide Oklahoma County Reserve Deputies, if available, to serve in the capacity of hospital guards for prisoners when admittance into a medical facility outside the jail is required. The City agrees to pay any costs incurred by the County and County Sheriff for Reserve Deputies serving as guards for City prisoners when so requested by the Nicoma Park Police Department.

## 9. Custody.

- A. For the purposes of this Agreement, custody shall be deemed to pass from City law enforcement officials to the County Jail officers upon the City's presentation and the County's acceptance of the documentation required by County for booking of prisoners. For compensation purposes, the City's financial responsibility for City prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the County Jail.
- B. The County Sheriff agrees to accept and provide for the secure custody, care and safekeeping of "City Prisoners" and "Hold for State" prisoners, as defined herein.
- C. The County Sheriff shall coordinate with Municipal Judges of the City for the posting of bonds for those persons charged with violations of City ordinances. All fines/ bonds will be posted with the Municipal Court Clerk or designee. The City will be responsible for authorization of all own recognizance bonds on City prisoners. Municipal authorities of the City shall coordinate with the County for the purposes of conducting video arraignments of prisoners on municipal charges.
- D. The County Sheriff agrees to release City prisoners within a reasonable time upon notification or authorization to release, unless special circumstances prevent release within that time whereupon the release shall be done as soon as possible. For compensation purposes, the City's financial responsibility ends at release and/or the date the County receives authorization from the City for release of City prisoner.

## 10. Medical Care.

The City will not present and/or transport any prisoner which is in need of immediate health care to the County Jail; but rather, will take the prisoner to an approved emergency health care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the medical staff in the County Jail Facility's Booking In/ Receiving area, 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.

# PENDING APPROVAL

Once the prisoner is in the custody of the County Sheriff, the County Sheriff 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 County Jail facility.

The County Sheriff agrees the compensation set out in paragraph 7 herein, included providing City prisoners with the same level of medical care and services provided County prisoners. The County Sheriff agrees to provide transportation and security for "Hold for State" prisoners requiring removal from the facility for emergency medical service. The County Sheriff shall also notify the designated contact person at the Nicoma Park Police Department when medical care is needed for a City prisoner at an outside medical care facility. The City agrees to provide transportation to and from medical facilities outside of the County Jail for any City prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means, including but not limited to ambulance transportation, as the prisoner's medical condition requires.

Nothing in this agreement shall limit the ability of the County Sheriff to collect the statutorily allowed fees for medical services as set forth in 19 Oklahoma State Statute Supp. 2003 § 531.

**11. 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 Oklahoma State Statutes 1991 Supp. §§ 151-172, inclusive last amended. All parties shall further be exclusively responsible for their own acts and/or 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.

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**12. Notices.**

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

If to City: Mayor, City of Nicoma Park  
P.O. Box 250  
Nicoma Park, Oklahoma 73066

and to

Chief of Police  
City of Nicoma Park  
P.O. Box 250  
Nicoma Park, Oklahoma 73066

If to County: Chairman of the Board of Commissioners  
Oklahoma County, Oklahoma  
320 Robert S. Kerr Avenue, Room 101  
Oklahoma City, Oklahoma 73102;

and to

Sheriff of Oklahoma County  
201 North Shartel Avenue  
Oklahoma City, Oklahoma 73102

**13. 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.

**14. Non-Assignable.**

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

**15. 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.

**16. 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 Oklahoma State Statute Supp. 1995 §192, pertaining to minimum standards for jails shall specifically apply.

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- 17. Multiple Counterparts.**  
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
- 18. Inspections.**  
The County Sheriff shall make available upon request 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 and/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.
- 19. 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 the County or County Sheriff 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.
- 20. Transportation of City Prisoners.**  
The City hereby agrees to assume responsibility for the transportation of City prisoners to all municipal court appearances and shall hereby coordinate with Municipal Judges of the City for the posting of bonds for those persons charged with violations of City ordinances.
- 21. Amendments.**  
Any amendments 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.

# PENDING APPROVAL

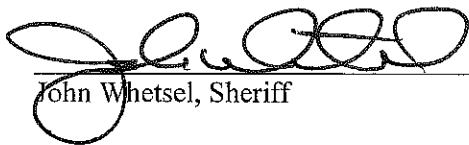
IN WITNESS HEREOF, THE Parties have approved this Agreement and authorized the signatures below as of the dates there set out.

The Board of County Commissioners of Oklahoma County, Oklahoma

By \_\_\_\_\_ Date \_\_\_\_\_  
Raymond Vaughn, Chair

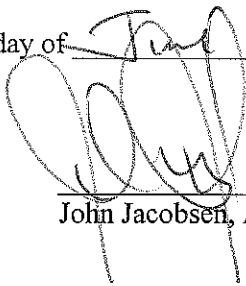
Attest:

\_\_\_\_\_  
Carolynn Caudill, County Clerk

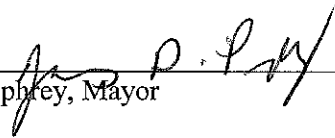
 Date 06/21/10  
John Whetsel, Sheriff

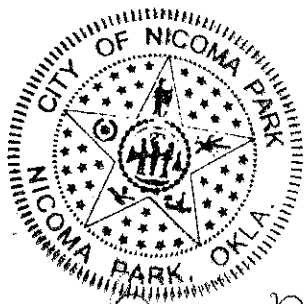
\_\_\_\_\_  
Witness

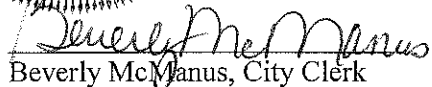
APPROVED as to form and legality this 22 day of June, 2010.

  
John Jacobsen, Assistant District Attorney

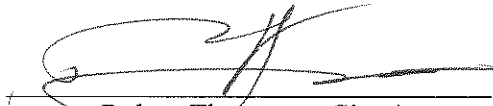
The City of Nicoma Park

By  Date \_\_\_\_\_  
Jim Pumpley, Mayor




  
Beverly McManus, City Clerk

Reviewed as to form and legality this 8<sup>th</sup> day of June, 2010.

  
Robert Thompson, City Attorney

FILED IN THE DISTRICT COURT  
OKLAHOMA COUNTY, OKLA.

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

JAN 27 2010  
PATRICIA PARRISH, COURT CLERK  
by  Deputy

IN RE: AVERAGE DAILY COST )  
OF INCARCERATION ) No. A07-2010-05  
IN THE OKLAHOMA )  
COUNTY JAIL 2010 )

ADMINISTRATIVE ORDER

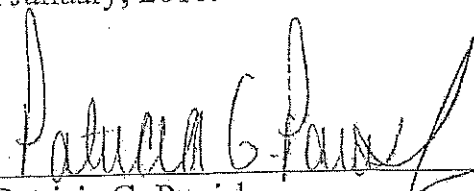
Pursuant to the decision of the Oklahoma Court of Criminal Appeals in the cases styled Ray Lamont Hubbard v. State of Oklahoma and Troy Don Cape v. State of Oklahoma, 2002 OK CR 8, and Administrative Order AD7-2002-21, Judge Ray C. Elliott conducted a hearing on January 26, 2010 to determine the average daily cost of incarceration in the Oklahoma County Jail.

After hearing testimony and considering evidence presented, Judge Elliott determined the average daily cost of incarceration in the Oklahoma County Jail for calendar year 2010 to be Forty-five Dollars and ninety-six Cents (\$45.96) per day.

The Trial Court Administrator is directed to make the average daily cost of incarceration available to interested parties.

IT IS SO ORDERED.

Dated this 26th day of January, 2010.

  
Patricia G. Parrish  
Presiding Administrative Judge

2010 JAN 27 P 12:51  
SHERIFF

OKLAHOMA COUNTY