

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE JULY 21st, 2010 AGENDA

DEPARTMENT: SHERIFF

REQUESTED BY: Undersheriff P.D. Taylor X-2512

REQUISITION NO.: N/A

REQUISITION SHEET ATTACHED: YES N/A

NAME OF FUNDS: Sheriff Special Revenue.Prisoner BoardingFee (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 Oklahoma City 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: _____ N/A

COUNTY CLERK: Re 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: _____

Raymond L. Vaughan
CHAIRMAN

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[Handwritten mark] 722

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: 7/14/2010

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 Oklahoma City 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: 7/14/2010

REPLY BY DISTRICT ATTORNEY: _____

DAVID PRATER
DISTRICT ATTORNEY

By: *[Signature]*

RECEIVED
JUL 14 2010
CIVIL DIVISION
DISTRICT ATTORNEY

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OKLAHOMA COUNTY- OKLAHOMA CITY JAIL SERVICES AGREEMENT

This Jail Services Agreement, made and entered into as of this 1st day of July 2010, by and between The City of Oklahoma City, Oklahoma, an Oklahoma municipal corporation (hereafter referred to as the "City"), the Board of County Commissioners of Oklahoma County, Oklahoma, a political subdivision of the State of Oklahoma (hereafter referred to as the "County"), and the Sheriff of Oklahoma County, State of Oklahoma (hereinafter referred to as "County Sheriff").

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, this Agreement is made pursuant to the provisions of 74 Oklahoma State Statute 2001 § 1008, and the County Jail Facility involved shall meet standards set forth in 74 Oklahoma State Statute 2001, § 192 and all constitutional rights as provided for under State and Federal Constitutions; and

WHEREAS, the City utilizes certain Department of Corrections inmates as trustees in exchange for the inmates providing limited services to the City and said trustees are therefore also City prisoners for the purposes of this Agreement; and

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

WHEREAS, 19 Oklahoma State Statute 2001, § 180.43 contemplates that the expenses for the feeding, care, housing and upkeep of City prisoners are to be paid from City of Oklahoma 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:

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1. Term / Renewal.

- A. The term of this Agreement shall commence on the 1st day of July 2010, at 12:01 a.m., and terminate at midnight on the 30th 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 for six (6) successive one year terms, each 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 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 the compensation payable to the County for the next renewal period no later than February 15 of the preceding fiscal year. Compensation may be increased or decreased:
1. On a percentage basis, based upon the most recent percentage of change in the Consumer Price Index for all Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics; and/or
 2. Not more than ten percent (10%) per contract year, as defined herein, upon the County showing proof of additional costs not covered by the CPI-U related to the housing, securing, feeding and care of prisoners; and/or
 3. 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 or by the parties as required by the provisions of this Agreement.
 4. 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.
 5. Notwithstanding any provisions to the contrary herein, this Agreement shall be subject to fiscal limitations imposed upon political subdivision 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.

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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 Oklahoma City municipal charges, solely on Oklahoma City municipal convictions or Department of Corrections inmates incarcerated as state trustees for the City to provide limited services to The City of Oklahoma City 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 Oklahoma City municipal charge(s), or Oklahoma City municipal conviction(s).
- C. An Out of County prisoner is defined as a Hold for State prisoner with state charges, including warrants, arising from outside Oklahoma County that may or may not have Oklahoma City municipal charges.

4. Purpose.

The purpose of this Agreement is to provide for the incarceration of City prisoners, Hold for State prisoners and Out of County prisoners within the 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.

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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.
- 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.
- C. In the event of any termination of this Agreement earlier than the 30th day of June 2011, 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 County with funds provided by the City, the County will reimburse the City for the actual costs of those improvements and/or the City shall have the authority to take possession of any equipment purchased by City funds as municipal property as allowed by law.

7. Inventory.

The City agrees to provide an inventory to the County of City property relocated to 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 the County Sheriff the total annual sum of two million four hundred fifty thousand six hundred ninety seven dollars and sixty cents (\$2,450,697.60).

This total compensation number was derived based upon a rate of forty three dollars and four cents (\$43.04) per prisoner per day, for one hundred fifty (152) City prisoners per day, resulting in the amount of two million three hundred eighty seven thousand eight hundred fifty nine dollars and twenty cents

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(\$2,387,859.20). In addition, the City will pay for an additional four (4) prisoner days per year in the amount of sixty two thousand eight hundred thirty eight dollars and 40 cents (\$62,838.40) as compensation for Out of County prisoners.

The total annual sum shall be paid on a pro rata share of two hundred four thousand two hundred twenty four and eighty cents (\$204,224.80) on a monthly basis in consideration of which the County Sheriff will operate and maintain a County Jail and shall assume responsibility for the incarceration of City, Hold for State and Out of County prisoners therein consistent with applicable statutes of the State of Oklahoma and the laws of the United States of America, an average of one hundred fifty six (156) prisoners per day delivered thereunto 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 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, the County Sheriff agrees to provide a County Jail Facility that shall meet the standards set forth in 74 Oklahoma State Statute 2001, §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, Hold for State prisoners or Out of County prisoners, as defined herein.
- B. The City agrees to maintain computer equipment installed in the City booking area within the Oklahoma County Jail as required and deemed necessary by the Oklahoma City Police Department to communicate with the police department and the municipal court systems. The City also agrees to provide the County Jail access to City systems whenever the technology makes this available.
- C. 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.

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- D. The County and County Sheriff shall allow the City access, at all times, to persons incarcerated pursuant solely to City ordinance violations, municipal convictions and/or Department of Corrections inmates incarcerated as state trustees for the City for use as trustees. 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.
- E. The Oklahoma County Sheriff agrees to provide sufficient and reasonable space for Oklahoma City Police Department supervisors in the Book In / Receiving Area. The County Sheriff further agrees to provide adequate working space for Oklahoma City Police Department officers to complete arrest reports. The County Sheriff agrees to provide a holding area for City prisoners awaiting booking. The Oklahoma City Police Department will furnish a prisoner charge screen printout requiring written documentation of elements of Oklahoma City municipal and/or Hold for State charges. The Oklahoma City Police Department will provide supervisory staffing for the County Jail on first and second shifts to provide review and approval of all arrests before incarceration of prisoners arrested by the City. Review of arrests not accomplished by supervisory personnel assigned to the County Jail will be done by field supervisors.
- F. 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 Oklahoma City Police Department.

10. 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, Hold for State or Out of County 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

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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 from notification or authorization to release.

11. Medical Care.

The City will not present and/or transport any prisoner who 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 Oklahoma City Police Department supervisor on duty 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 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 facility.

The County Sheriff 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. The County Sheriff agrees to provide transportation and security for Hold for State and Out of County prisoners requiring removal from the facility for emergency medical services. The County Sheriff 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. 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 contract should act to prohibit the Oklahoma County Detention Center from assessing and collecting any and all applicable fees, including but not limited to a medical screening fee, as authorized by statute from City inmates.

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.

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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 Statute 2001, § 151-172, inclusive as 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.

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, County, and County Sheriff at the following addresses:

If to City: Mayor, The City of Oklahoma City
200 N. Walker
Oklahoma City, Oklahoma 73102;

and to

Chief of Police of Oklahoma City
701 Colcord Dr.
Oklahoma City, Oklahoma 73102;

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 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.

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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 Oklahoma State Statute Supp. 1995 § 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.

The County 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 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.

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 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.

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21. 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.

22. Amendments.

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

23. 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.

The Board of County Commissioners of Oklahoma County, Oklahoma

By _____ Date _____
Raymond Vaughn, Chair

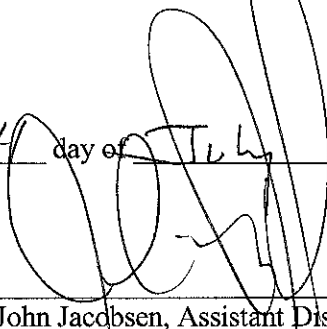
Attest:

Carolynn Caudill, County Clerk



John Whetsel, Sheriff Date 7/13/10

REVIEWED as to form and legality this 14 day of July, 2010



John Jacobsen, Assistant District Attorney

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The City of Oklahoma City

By _____ Date _____
Mayor

City Clerk

REVIEWED for form and legality.

Assistant Municipal Counselor