

JAIL SERVICES AGREEMENT

This Jail Services Agreement, entered into to be effective on the _____ day of _____ 2013, by and between the City of Norman, an Oklahoma municipal corporation (hereinafter referred to as the "City"), and Cleveland County Sheriff's Department, Norman, Oklahoma, a political subdivision of the State of Oklahoma (hereinafter referred to as the "Sheriff").

WITNESSETH:

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

WHEREAS, the Sheriff operates a jail facility (hereinafter referred to as the "County Jail") that can be available to aid the City in housing its prisoners and detainees; and

WHEREAS, it is in the interests of both Parties to enter into an agreement to provide for jail services for City prisoners and detainees at the Cleveland County Detention Center (hereinafter referred to as the "County Jail"); and

WHEREAS, Title 19 of the Oklahoma Statutes, Section 180.43 contemplates such agreements between cities and the County Sheriff; and

WHEREAS, this Agreement is consistent with the provisions of Title 74 of the Oklahoma Statutes, Sections 1001 et. seq., known as the Interlocal Cooperation Act; and

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

1) PURPOSE

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

2) SERVICES

In exchange for the compensation set out below, the County agrees to provide the following services:

- (a) The Sheriff hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the County Jail who have been apprehended solely pursuant to the municipal ordinances of the City by the law enforcement officers of the City pursuant to their official duties.
- (b) The 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 Sheriff of the County, to enter to the County Jail at any and all hours for the purpose of conducting official business in the course of the investigative process.

- (c) The obligation of the Sheriff to assume custody and control of municipal prisoners shall be based on jail capacity standards promulgated by the jail inspection division, Oklahoma State Health Department. The Sheriff shall not be obligated to accept municipal 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 municipal prisoners.
- (d) The City arraigns prisoners via video arraignment and the Sheriff will provide reasonable support. The following equipment utilized in the video arraignment process has been installed at the County Jail, but remains the property of the City:
 - (1) Avaya Video Conferencing Phone T150;
Serial No. 38A16725
 - (1) Cisco 1410 Bridge Wireless Canopy;
Serial No. FTX 1318G005
 - (1) Component that is a bridge with antenna (providing wireless capability) attached to the NW side of the building

3) **COMPENSATION**

As compensation for the services set out below, the City agrees to pay the Sheriff the sum of forty-eight dollars (\$48.00) per day for each person incarcerated in said facility at the request of the City on municipal charges or awaiting approval of affidavit of probable cause. A "day" of incarceration shall be calculated on a 24 hour basis with a minimum of one (1) day charged for each person incarcerated. Said amount to be paid on a monthly basis in consideration of which the Sheriff will operate and maintain a County Jail and shall assume responsibility for the incarceration therein consistent with applicable statutes of the State of Oklahoma and the laws of the United States of America. Sheriff agrees to prepare and submit to City monthly statements no later than the 15th of each month. Provided further, all payments shall be made upon the timely submission of a claim form, approved by the Board of County Commissioners, to the City pursuant to statutory and charter requirements. City agrees to pay all invoiced amounts within thirty (30) days of receipt to the County.

4) **CUSTODY**

For the purposes of this Agreement, custody shall be deemed to pass from City law enforcement officials to the County Jail officers upon booking.

5) **MEDICAL CARE**

The Sheriff agrees to accept and provide for the secure custody, care and safekeeping of City prisoners in accordance with the State and local laws, standards, policies, procedure, or court orders applicable to the operations of the facility, pursuant to Title 19 O.S. § 746.

6) **SEVERABLE LIABILITY**

No separate legal entity or organization shall be deemed created by virtue hereof. The agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever. Both parties assume responsibility for its personnel, and will make all deductions for social security, withholding taxes, and contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act and the Oklahoma Governmental Tort Claims Act. Both 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. Sec. 151-171, and therefore, neither party shall be liable for the acts or omissions of the other party.

7) **TERM/RENEWAL**

The term of the Agreement shall commence on the ____ day of _____, 2013, and will continue from year to year unless otherwise terminated by either party or modified by mutual agreement.

8) **TERMINATION**

- (a) This Agreement may be terminated by either 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 either 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.

9) **NOTICES**

All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the City of Norman and the Sheriff of Cleveland County at the following address:

If to City: The City Manager of Norman
 P.O. Box 370
 Norman, Oklahoma 73070

The Chief of Police of Norman
P.O. Box 370

Norman, Oklahoma 73070

If to Sheriff : Cleveland County Sheriff
128 S. Peters
Norman, Oklahoma 73069

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

10) SEVERABILITY

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.

11) LAWS 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 Title 74 Oklahoma Statutes, Section 192 et seq., pertaining to minimum standards for jails shall specifically apply.

12) INSPECTIONS

The Sheriff shall provide any and all inspection reports concerning the County Jail to the Chief of Police upon request in a timely manner. This provision does not intend, suggest or create any liability and/or indicate that 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.

13) 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 Sheriff will be safeguarded by City to the same extent as City safeguards their information of like kind relating to its own operation.

14) 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 WHEREOF, the Parties have approved this Agreement and authorized signatures below as of the dates there set out.

APPROVED by The Council of the City of Norman this ____ day of _____, 2013.

THE CITY OF NORMAN

MAYOR

ATTEST:

CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2013.

CITY ATTORNEY

APPROVED and recommended by the Sheriff of Cleveland County this 24 day of July, 2013.

SHERIFF OF CLEVELAND COUNTY



JOE LESTER-County Sheriff

APPROVED by the Board of County Commissioners for Cleveland County this ____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF CLEVELAND COUNTY, OKLAHOMA

Rusty Sullivan, Chairman

Darry Stacy, Vice Chairman

Rod Cleveland, Member

ATTEST:

Tammy Howard, County Clerk

APPROVED as to form and legality this 22 day of July, 2013.



ASSISTANT DISTRICT ATTORNEY