

Council Letter No. 5466
Meeting Date: June 20, 2022

Mayor and City Commission
City of Ardmore, Oklahoma

RE: Intergovernmental Service Agreement – Jail Contract

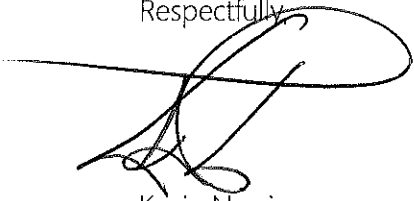
Dear Commission Members:

The Ardmore Police Department is requesting approval of the FY 22/23 Intergovernmental Service Agreement with Carter County for the detention and care of persons arrested and taken into custody by Ardmore police officers.

Per this contract, the City agrees to pay the County a total base cost of \$155,004.00 per annum which shall be paid in monthly installments of \$12,917.00. This cost shall allow the City to incarcerate 125 inmates per calendar month and 175 days per calendar month. If the City exceeds this maximum, after averaging over a 12 month time frame, the City shall be billed at a rate of \$50.00 for each additional inmate and \$50.00 for each additional day. Any amount exceeding the \$155,004.00 will be billed at the end of the fiscal year.

Staff respectfully recommends approval of the Intergovernmental Service Agreement with Carter County in the amount of \$155,004.00.

Respectfully,



Kevin Norris
Chief of Police

Reviewed by: K. Bonting
City Manager

INTERGOVERNMENTAL SERVICE AGREEMENT

PURPOSE

The purpose of this Intergovernmental Service Agreement is to establish a formal binding relationship between Carter County, hereinafter referred to as the "County" and the City of Ardmore, hereinafter referred to as the "City", for the detention and care of persons arrested and taken into custody by the City law enforcement officers.

Whereas, the County has an adequate facility, The Carter County Detention Center, hereinafter referred to as the "Detention Center" to be used as a jail for the safe and secure detention and care of prisoners taken into custody by law enforcement officers empowered to make lawful arrests for the City, and

Whereas, the parties hereto desire the Detention Center be made available for the use of the City, pursuant to the terms set forth herein below, for the safe and secure detention and care of persons placed under arrest and taken into custody by City law enforcement officers, empowered to make lawful arrests, and also held pursuant to an order from the Municipal Court of the City.

Now, therefore, for good and valuable consideration herein contained, it is agreed as follows:

I. TERMS OF AGREEMENT

- a. The terms of this Agreement shall be in effect from July 1, 2022, to June 30, 2023, and renewable thereafter on a year-to-year basis by agreement of both parties.
- b. Either party may terminate this Agreement by giving notice to the other party. Such notice shall be in writing and delivered to the other party within one hundred and eighty (180) days of the effective termination date. A second notice of intent to terminate will be given to the other party two weeks in advance of the effective termination date.
- c. Either party may suspend, revoke or restrict any portion of this Agreement by giving notice to the other party. Such notice shall be in writing and delivered to the other party two (2) weeks or ten (10) working days before it becomes effective.

Sheriff: _____

Mayor: _____

- d. If an emergency situation should arise requiring the immediate suspension, revocation or restriction of any portion of this Agreement, either party shall notify the other party immediately by whatever means the emergency situation warrants. In the event an emergency exists which would limit the ability of the jail facility to accept prisoners from the City of Ardmore, then the parties shall meet to discuss alternative arrangements for housing City prisoners and/or reduction in the amount paid by the City due to the limitations of number of prisoners admitted to jail facility, as provided in paragraph II b of this agreement.
- e. Either party to this Agreement may initiate a request for a rate increase or decrease by notifying the other party in writing at least 60 days prior to the desired effective date of adjustment. The requested increase or decrease must be justified in writing at the time of the request. The other party may refuse the request. Changes in rates or other terms and/or conditions of this Agreement, shall be effected by issuance of either an amendment to this Agreement, or the execution of a new Agreement.

II. STATEMENT OF SERVICES

- a. The County will accept and provide for the secure custody, care, and safekeeping of all City prisoners in accordance with State and local Laws, Standards, policies, procedures, and court orders applicable to the operation of the Detention Center. Any City prisoners lodged in the Detention Center will be subject to the same rules and regulations as any other person lodged within the facility.
- b. The County will accept all City prisoners in such numbers as can be reasonably accommodated at said Detention Center. In the event the County cannot accept a City prisoner or prisoners, due to lack of available bed space or other reasons, the parties shall within 5 days meet and confer, in good faith, to negotiate concerning the reduction in the monthly fee paid by City under this agreement to correspond to the actual numbers of prisoners being accepted based upon the per diem rate established in paragraph VIII b of this agreement. It shall be incumbent upon the County to arrange for bed space in the nearest Detention Facility, if additional cost is incurred; it shall be paid by the City. Initial book-in shall be handled at the County Facility and the County and City will share transport on an equal basis. Acceptance may be limited to the exceptions as noted in Section 1, paragraphs c & d and Section VI; paragraph f of this Agreement. The County further agrees to provide safe and secure custody for said prisoners for the duration of their confinement in said Detention Center. The Sheriff, pursuant to Oklahoma Law, shall continue to exercise exclusive control of the operation of the Detention Center.

Sheriff: _____

Mayor: _____

- c. The City will provide all equipment and supplies necessary to book-in, process, and discharge City prisoners. The Detention Center deputies shall process all documents required by the City for the purpose of maintaining records on each City prisoner. This will include, but may not be limited to, the following:
 - A. Receiving or book-in record
 - B. Charge(s) record
 - C. Disposition record
 - D. Discharge record
 - E. Fingerprint record
 - F. Photograph
- d. The Detention Center Deputies shall do movement of prisoners to the secure video area of the Detention Center for the purpose of City Court Arraignment and to The County Courts for court appearances.
- e. The County will provide a safe and secure space for the City to place, operate and service a Breathalyzer or Intoxalizer. The City will be responsible for the service and maintenance of the Breathalyzer or Intoxalizer. The Breathalyzer or Intoxalizer will not be use by other law enforcement agencies unless otherwise designated in writing by the City.

III. RESPONSIBILITY FOR SAFE AND SECURE CUSTODY

The County will be assured that standard security procedures are followed in order to prevent escapes. The City will follow all prescribed security procedures of the Detention Center regarding the searching of incoming prisoners and remaining with said prisoners until the arresting officer is duly released by the Detention Center staff. The Detention Center Staff will make every effort to prevent unnecessary delays in processing City prisoners.

IV. INSPECTIONS

The County will allow periodic inspections of the Detention Center by the City. The findings will be shared with the Detention Center Administrator in order to promote improvements of the Detention Center operations or confinement.

Sheriff: _____

Mayor: _____

V. RESPONSIBILITY FOR RECORDS

- a. The City will provide documentation on all city prisoners, listing the charge(s) on the prisoner and whether the charge(s) are City or State charge(s).
- b. The City will, on all City prisoners arrested on Probable Cause and unable to see a Judge within 24 hours, complete an OFFICER'S AFFIDAVIT FOR DETENTION. The original signed and notarized OFFICER'S AFFIDAVIT FOR DETENTION will be left with the detention deputy at the time of book-in.
- c. The City will, on all City prisoners that have been arrested on charges from another agency outside of the jurisdiction of the City or County, provide the County with the original documentation confirming that the warrant(s) are outstanding and that the requesting agency will extradite.
- d. The City will, on all City Prisoners that have been sentenced to serve time in the Detention Center, provide an appropriate City document specifying the Judgment and Sentence. This document will be signed by a Judge of the Municipal Court or the Municipal Court Clerk.
- e. The City will be the sole authority for the release of City prisoners with City charges only. Prisoners will be released upon receipt of written authorization from a City law enforcement supervisor or by a document signed by a recognized authority of The Municipal Court.
- f. For the purpose of assistance and information, the City shall provide the County an updated bond schedule on all City charges.
- g. For the purpose of processing the OFFICER'S AFFIDAVIT FOR DETENTION, the City will provide the County an updated on-call City Judge list.
- h. The City and County will provide and designate a location where each party to the Agreement may place paperwork and other designated items that are to be delivered and/or picked up by the other party.

Sheriff: _____

Mayor: _____

VI. BASIC MEDICAL CARE

- a. The county will provide basic medical care and attention to all City prisoners after they are accepted into the facility. Basic medical care shall be defined as basic first-aid which can be done by a person trained in first-aid or that care and treatment which can be done by the prisoner himself/herself. This may include such over-the-counter medications as prescribed and/or approved by the Detention Center Physician or Physician Assistant. Any medication taken by City prisoners shall be carded before delivery to the Detention Center.
- b. With prior approval from the City, City prisoners may be afforded the use of the Detention Center sick call as provided for in Section IX, Paragraph b, of this Agreement. The City shall be responsible for transportation of City prisoners to the hospital, Doctor, Ect., until the prisoner is arraigned in the District Court.
- c. The City shall be responsible for obtaining proper medical attention for ill or injured prisoners prior to transporting them to the Detention Center. Failure to obtain medical care may provide a basis for the County to refuse acceptance of said prisoner, notwithstanding the authority of arrest.

VII. MEDICAL SCREENING, TRANSPORTATION AND PROVISIONS

- a. All arrestees whom are brought into the Carter County Detention Center shall have a medical screening performed prior to being accepted into the facility. The arresting officer shall remain with their prisoner until the booking process is complete, which shall include the medical screening.
- b. The medical screening shall be in the form of the standardized questionnaire, physical observations and/or determination by the medical staff on duty at the facility.
- c. An inmate whose screening indicates a significant medical or psychiatric problem shall be required to be seen by a licensed physician for clearance for incarceration. Significant medical conditions shall include but not be limited to: pre-existing medical conditions that may be life threatening, extreme intoxication by alcohol or a controlled dangerous substance, suicidal tendencies, display signs of physically harming others or obvious signs of trauma, i.e. bleeding, bruising or pain.

Sheriff: _____

Mayor: _____

- d. Upon a finding that an arrestee is in need of medical treatment or medical clearance by a licensed physical the arresting officer shall transport the arrestee to a medical facility for treatment and/or to be cleared by a licensed physician for incarceration. The arresting officer shall then bring the arrestee back to the facility along with proof that the arrestee was cleared by a licensed physician.
- d. Arrestees whom have not been medically cleared when medical intervention is necessary shall not be accepted into the facility.
- e. It shall be the financial responsibility of the arrestee for medical treatment if the medical condition is pre-existing.

VIII. FINANCIAL PROVISIONS

- a. The City shall pay the County, for services rendered through the term of this Agreement, a total cost of One Hundred Fifty-Five Thousand Four Dollars (\$155,004.00) per annum. This cost shall allow the City to incarcerate One Hundred Twenty-Five (125) inmates per calendar month and up to One Hundred Seventy Five (175) days per calendar month during a twelve (12) month time frame. This total cost shall be paid by monthly installments, pro-rated at Twelve Thousand Nine Hundred Seventeen Dollars (\$12,917.00).
- b. If the City should exceed the maximum, after averaging over a twelve-month time frame, as stated in Paragraph a. of this Section, the County shall bill the City an additional cost of Fifty Dollars (\$50.00) for each additional inmate and an additional Fifty Dollars (\$50.00) for each additional day. The County shall add the additional costs to a year-end billing to the City.
- c. The County shall prepare and submit at the end of each month an itemized invoice for services provided during that month. The itemized invoice shall include the following information:
 - 1. Prisoner name
 - 2. Prisoner date of birth
 - 3. Date and time of incarceration
 - 4. Authority for incarceration; [charge(s)]
 - 5. Jurisdiction that charge(s) are to be filed
 - 6. Date and time of release
 - 7. Authority for release
- d. For the purpose of this Agreement: Any portion of a day of incarceration following Book-in, shall be deemed a full day and billed accordingly.

Sheriff: _____

Mayor: _____

- e. The County shall submit the invoice to the following location:

City of Ardmore
Police Department
23 South Washington
Ardmore, Oklahoma 73401

- f. Payments under this Agreement shall be made within thirty (30) calendar days after receipt of a correct and proper invoice, from the following office:

Carter County Sheriffs' Office
Records Division
100 South Washington
Ardmore, Oklahoma 73401

- g. Payments made under the terms of this Agreement are to submitted to the following address:

Sheriff of Carter County
100 South Washington
Ardmore, Oklahoma 73401

IX. HOLD HARMLESS CLAUSE

- a. The City shall hold the County harmless and indemnify it from any and all liability or litigation arising from the arrest or wrongful incarceration of persons under this Agreement, other than willful or negligent actions of the County thru its agents, servants and employees. The City will bear the cost of any legal representation should any litigation arise against the County as a result of the alleged wrongful incarceration or arrest of persons under this Agreement and the selection of the attorney for the County shall be at the discretion of the County.
- b. It is further agreed the City shall hold the County harmless and indemnify the County for any hospital, doctor, or other medical expenses associated with the care and custody of a City prisoner, provided that care or expense is not directly resultant from incarceration in the County Detention Facility.
- c. The County shall hold the City harmless and indemnify it from any and all liability arising during the incarceration of persons under this Agreement while those persons are in the control and custody of the County under the terms of this Agreement, other than the willful or negligent action of the City acting thru its agents, servants and employees.

Sheriff: _____

Mayor: _____

X. CITY PRISONER DEFINED

- a. For the purpose of this Agreement, a City prisoner shall be defined as any person arrested by any law enforcement officer of the City for the following reasons:
 - 1. City charge(s); probable cause
 - 2. City warrant
 - 3. City Judgment and Sentence
 - 4. Charge(s), warrants and/or holds for another municipal government within the State

- b. In the event that a person is arrested by the City for State charge(s) and/or City charge(s), the person will be booked as a City prisoner until STATE CHARGES ARE FILED. Once the State charges are filed, that person will become the total responsibility of the county and a hold, if requested, will be placed on that person until released by the City.

XI. ASSIGNMENT

No right of assignment or of other conveyancing of this Agreement is hereby granted without the express written consent of the City or County first had and obtained.

XII. PARTIES NOT AGENTS

It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed as creating or establishing the relationship of co-partners or joint ventures between the parties hereto or as constituting the County as the agent or representative of the City or vice versa for any purpose or any manner whatsoever.

XIII.

It is mutually agreed that the City, being a municipal corporation, cannot and does not assume any obligation for the expenditure of any funds or the performance of any act involving expense beyond items included in its budget for the current fiscal year and none for future years.

XIV.

THIS AGREEMENT shall be and hereby is mutually binding upon and shall inure to the benefit of the parties hereto, their heirs, assign, successors or legal representatives, and represents the complete understanding of the parties whether oral, written, expressed or implied.

Sheriff: _____

Mayor: _____

IN WITNESS WHEREOF, the parties have hereto set their hands as of this day and year first witness above.

Approved by Commission this _____ day of _____, 20____.

The City of Ardmore

By: _____
Doug Pfau, Mayor

Attest:

Lori Linney, City Clerk

Chris Bryant, Sheriff
Carter County, Oklahoma

Attest:

Kayelyn Clubb, County Clerk
Carter County, Oklahoma

Approved by resolution this _____ day of _____, 20____.

Board of County Commissioners
Carter County, Oklahoma

Attest:

Kayelyn Clubb, County Clerk
Carter County, Oklahoma