

DETENTION SERVICE AGREEMENT
between
Town of Fort Gibson
and
City of Tahlequah

This prisoner housing agreement will be between the Town of Fort Gibson (“Ft. Gibson”) and the City of Tahlequah (“Tahlequah”) both located in Oklahoma. Tahlequah shall operate the Tahlequah City Jail following rules, regulations and management decisions set forth by the Legislative body of Tahlequah and the State of Oklahoma Chapter 670 Oklahoma Jail Standards and all other Federal, State and Local requirements. Now therefore, in consideration of the mutual promises of the respective parties and payment of remuneration herein provided, the parties hereby agree as follows:

1. Tahlequah upon request of Ft. Gibson will accept for incarceration prisoners, as requested, for which compensation shall be paid at the rate of Forty-Two Dollars (\$42) per prisoner, per day. The per diem rate applies to each calendar day or any portion of a day a prisoner is held. Ft. Gibson will be responsible for payment of daily charges (\$42/day) for any days or parts of days while the prisoner is awaiting transport by the Ft. Gibson Police Department.
2. The prisoner will be delivered and picked up by the Ft. Gibson Police Department. Ft. Gibson shall comply with all rules and regulations set forth by Tahlequah.
3. During the detention, Tahlequah shall operate and conduct the incarceration in accordance with Federal, State and Local requirements.
4. In any event that a prisoner is in need of medical attention while incarcerated, Ft. Gibson shall be responsible for all medical expenses, and transportation expenses if necessary, for such prisoner. Tahlequah shall promptly notify Ft. Gibson who shall thereupon promptly respond to the medical needs of the prisoner. In the event of an emergency or when otherwise required, Tahlequah is herein authorized to obtain treatment for the medical needs of any prisoner covered by this agreement, and Tahlequah shall be reimbursed for all such medical expenses incurred. In the event that any prisoner may appear to require emergency medical treatment at the time such prisoner is presented for incarceration, Tahlequah may refuse to receive such prisoner into custody until after such time as that prisoner has received appropriate medical attention pursuant to 21 O.S. § 533 (C).
5. Tahlequah agrees to provide for the care, supervision and treatment of Ft. Gibson prisoners, the same as Tahlequah prisoners. Tahlequah shall retain a prisoner until notified by Ft. Gibson to release such prisoner. Tahlequah shall keep and maintain records of each and every such prisoner and render to Ft. Gibson at the end of each month a report of such prisoners submitting a claim for payment.

6. The offer to house prisoners under this agreement shall be conditional on bed space being available and in final discretion of the Tahlequah Chief of Police.
7. The term of this agreement shall extend to June 30, 2022 and thereafter resume upon an annual basis by written acknowledgement of each party to the yearly extension. If the agreement has not been signed by Jun 1st of each calendar year, Tahlequah has the right to refuse incarceration of any Ft. Gibson prisoner. This agreement may be cancelled by either party upon ten (10) days written notice. Furthermore, Tahlequah reserves the right to terminate this agreement due to the unviability of funding. All funds for services and/or use of facilities under this agreement are subject to the availability of general or specific annual appropriation for this purpose.
8. This agreement shall be binding upon the parties and their successors.
9. Ft. Gibson hereto covenants and agrees to hold harmless and indemnify Tahlequah from any claims arising from this agreement.
10. All notices required hereunder shall be sent via U.S. Mail, postage paid, as follows:

To Ft. Gibson:	Town of Fort Gibson 220 W. Poplar Fort Gibson, OK 74434
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To Tahlequah:	City of Tahlequah 111 S. Cherokee Ave. Tahlequah, OK 74464
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first set forth above.

CITY OF TAHLEQUAH:

TOWN OF FORT GIBSON:

Mayor Sue Catron Date

Mayor Michael Sharpe Date

Attest: _____

DeAnna Hammons, Tahlequah City Clerk

(Seal)

Approved as to form and legality this 3rd day of May, 2021

Grant Lloyd, Tahlequah City Attorney

Attest: _____

_____, Fort Gibson Town Clerk

(Seal)

Approved as to form and legality this ____ day of May, 2021

_____, Fort Gibson Town Attorney