

**SUPPLEMENTAL OPERATING AGREEMENT FOR DETENTION SERVICES  
BETWEEN CHEROKEE NATION AND MUSKOGEE COUNTY**

This Supplemental Operating Agreement for Detention Services is entered into by and between the Board of County Commissioners of Muskogee County ("BOCC"), the governing body of Muskogee County, a political subdivision of the State of Oklahoma, on its own behalf and on behalf of the Muskogee County Sheriff's Office and the Cherokee Nation ("Nation"), a federally recognized Indian tribe.

**WHEREAS**, the Muskogee County Sheriff ("Sheriff") currently operates and maintains the Muskogee County Jail ("Jail") located at 220 State Street, Muskogee, Ok 74401, and

**WHEREAS**, the BOCC, as the governing board of Muskogee County, a political subdivision of the State of Oklahoma, and the Nation are authorized pursuant to OKLA. STAT. tit. 74, § 1221 (D)(1); Sections 2, 11, and 17 of the Law Enforcement Agreement Between and Among the Cherokee Nation, The United States of America, the State of Oklahoma and Its Political Subdivisions, the Various Boards of County Commissioners and Various Law Enforcement Agencies; and the Memorandum of Agreement between Cherokee Nation and the State of Oklahoma, June 8, 1992, to enter into this agreement for the detention of Tribal Inmates in custody for violation of the Nation's criminal laws; and

**WHEREAS**, the BOCC, Sheriff, and the Nation desire to work together to provide for the detention of the Nation's Tribal Inmates.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties agree as follows:

**ARTICLE 1**

Definitions

Capitalized terms used in this Detention Agreement, except as otherwise defined herein, shall have the following meanings. Otherwise, the words, terms and phrases herein shall be given their ordinary meaning.

1.1 Tribal Detainee. The term "Tribal Detainee" means any detainee held at the Jail for prosecution of a crime by the Nation.

1.2 Tribal Prisoner. The term "Tribal Prisoner" means any Indian sentenced by the Nation for a term of imprisonment in the Muskogee County Jail.

1.3 Tribal Inmate. The term "Tribal Inmate" includes both Tribal Detainee and Tribal Prisoner.

1.4 Jail Operator. The term "Jail Operator" shall mean the person, firm, corporation, or other lawful entity or elected official having legal and/or contractual responsibility for the day

to day operational control of the Jail. As of the date of this Detention Agreement, the Jail Operator is the Sheriff, sometimes referred to in this agreement as "County."

## ARTICLE 2

### Operations

The parties agree that the operation of the Jail shall be in accordance with the following terms and conditions:

2.1 Operation and Maintenance of the Detention Facility. The Jail Operator shall be responsible for the day to day operations and maintenance of the Jail pursuant to the standards for jail operation prescribed by Oklahoma law.

2.2 Operational Control. The Jail Operator shall have exclusive authority for the operational control of the Jail and shall have absolute control over Tribal Inmates in the Jail. Nation agrees that no action affecting any inmates, detainees or prisoners in the Jail shall be taken by Nation personnel contrary to the orders or direction of the Jail Operator.

2.3 Intake/Booking. The Jail Operator shall accept into the Jail all Tribal Inmates subject to the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, Jail Operator retains the right to refuse Tribal Inmates when the acceptance of Tribal Inmates would cause the Jail to exceed its holding capacity. Additionally, the Jail Operator reserves the right to refuse to accept any Tribal Detainee into the Jail who, in the Jail Operator's judgment, requires immediate medical attention. The Jail Operator is responsible for all booking functions relating to the Jail. Jail Operator will use the Cherokee Nation Originating Registering Identifier (ORI) when booking Tribal Inmates.

2.4 Nation Access to Jail. The Nation's law enforcement officers, in pursuance of their official duties, as approved by the Nation and as approved by the Sheriff, shall be permitted to enter the 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 Tribal Detainees as necessary for official investigations. The Nation assumes responsibility and liability for such Tribal Detainees until their return to the Jail.

2.5 Court Appearances. Nation shall give the Sheriff twenty-four (24) hour notice in advance of any scheduled appearance of a Tribal Detainee in Court. It shall be the responsibility of Nation to pick-up and receive custody of Tribal Detainees due in Court, transport them to and from Court, and return custody to the Jail. Subject to availability, Jail Operator agrees to make available to Nation video and/or audio technology for conducting remote court appearances, however, any such use of the aforementioned technology shall not interfere with, and shall be secondary to, use of said technology by the Jail, Muskogee County, and the State of Oklahoma for conducting official business of the County and/or State of Oklahoma. The parties shall cooperate with one another to synchronize the smooth transport and movement of Tribal Detainees to accommodate the Court's calendar and the day-to-day operations of the Jail. The Nation assumes responsibility and liability for such Tribal Detainees until their return to the Jail.

2.6 Bonds. No Tribal Detainee shall be released on bail except by notice from the Cherokee Nation District Court transmitted to the Sheriff in proper form; or by posting cash or surety bond at the jail under the Jail Operator's current procedures and pursuant to the Nation's bond schedule or the bond listed on the Tribal Detainee's arrest warrant. As of the date of the signing of this agreement, the Cherokee Nation Bond Schedule to be followed by County is attached as Attachment A to this Agreement. The parties acknowledge that the current Cherokee Nation Bond Schedule is subject change, consistent with the laws of the Cherokee Nation. Should any such change occur, the Cherokee Nation will notify County and provide a new Cherokee Nation Bond Schedule. Jail Operator shall electronically submit copies of any surety bonds to the Cherokee Nation District Court Clerk. The Jail Operator and the Nation's Marshal Service shall develop a mutually agreeable process for the transfer of cash bonds from the Jail to the Nation.

2.7 Release. The Sheriff may release Tribal Detainees from his custody under the circumstances described in Sections 2.4, 2.5, and 2.6 above, or pursuant to an Order of Release signed by a District Judge of the Nation transmitted to the Sheriff in proper form. Tribal Prisoners shall be released from Jail upon successful completion of their sentence of imprisonment.

2.8 Jail Standards. Nation hereby authorizes the Jail Operator to promulgate such operational rules, regulations, and policies consistent with Oklahoma Jail Standards, the American Correctional Institution (ACA), The Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA), and the National Commission on Correctional Health Care (NCCHC) accreditation standards and to issue such administrative orders as are necessary to carry out the purposes and intent of this Agreement.

2.9 Inmate Medical Expenses. With specific reference to Tribal Inmate medical expenses, the parties agree:

- A. If a person is injured during the course of an arrest by the Nation's law enforcement, Jail Operator will not be responsible for paying any medical costs relating to such injury.
- B. After a Tribal Inmate has been medically screened and accepted for custody by the Jail, the Jail Operator shall not be responsible for any medical expenses for services provided by an outside provider. County and Nation agree that County will make all reasonable efforts to recover the cost of nonemergency medical treatments provided in the jail from Tribal Detainees pursuant to County's right under Oklahoma law authorizing recovery of medical expenses directly from an inmate, for the daily nonemergency medical expenses pertaining to Tribal Inmates. However, in the event that recovery of medical expenses under Oklahoma law is unavailable, or inapplicable to Tribal Detainees, or if such Tribal Detainees fail to reimburse the County for the cost of such nonemergency medical expenses, the Nation will reimburse the Jail Operator for medical expenses provided in the jail to a Tribal Inmate, provided an itemized bill is presented to the Nation as directed elsewhere in the agreement. In the event a Tribal Inmate requires emergency medical care not available within the Jail, the Tribal Inmate may be sent outside the

Jail in the same manner the Jail Operator would send a non-Tribal Inmate outside the Jail for emergency medical care. Neither the Jail Operator nor the Nation are responsible for payment for medical services provided outside of the Jail. This Agreement recognizes no party to the Agreement shall be liable for payment of medical costs relating to any pre-existing medical condition consistent with OKLA. STAT. TIT. 19, § 746.

- C. In the event a Tribal Detainee requires emergency medical attention, Jail Operator will make feasible efforts to transport the Tribal Detainee to an Indian Health Service (IHS) emergency medical facility. A listing of IHS and Tribal Health Care Facilities in eastern Oklahoma is hereby incorporated into this Agreement and attached hereto as Attachment "B". All facilities listed in Attachment "B" will provide medical care at no cost to American Indians and Alaska Natives who belong to federally recognized tribes.
- D. Jail Operator will notify the Cherokee Nation Marshal or his/her designee within 24 hours of any medical transport to any non-Nation or non-tribal facility.
- E. This Agreement between the parties with regard to Tribal Inmate medical expenses exists solely and exclusively for the benefit and convenience of the parties; the terms of this Agreement shall not be construed to create any legal right allowing enforcement of its terms for the benefit of any Tribal Inmate or, otherwise establish any Tribal Inmate, any third party or any medical care provider as a beneficiary of this Agreement.

2.10 Fees for Housing and Transporting of Tribal Inmates. For the housing of its Tribal Inmates, Nation agrees to pay the County a daily rate per inmate of fifty-four dollars (\$54.00) per day/per inmate (the "Daily Rate"). Said Daily Rate shall be paid for every whole day and for any period of time less than a whole day (known as a "Partial Day") spent by a Tribal Inmate in the Jail, commencing upon the Tribal Inmate's booking/intake at the Jail and terminating upon the Tribal Inmate's release from the Jail. Whole days shall consist of twenty-four hour time periods. Partial Days shall be determined and paid as follows: Less than twelve (12) hours, the cost shall be one-half (1/2) the Daily Rate or twenty-seven dollars (\$27.00); periods twelve or more hours but less than twenty-four (24) hours, the cost shall be forty dollars (\$40.00). Time shall be determined by calculating the total in jail time (calculated from booking time to release time) divided by 24. For transportation required or requested outside of the jail, Nation agrees to pay County the hourly rate of \$30.00 per officer for regular hours, and the hourly rate of \$45.00 per guard for overtime hours, plus mileage reimbursement at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate. Other than for emergency medical services, County will, when feasible, coordinate transportation responsibilities with the Cherokee Nation Marshal Service. This agreement shall not obligate the County to transport a Tribal Inmate for anything other than emergency medical services.

The Jail Operator shall provide Nation with an invoice showing the name of each Tribal Inmate included in the invoice, day and time such inmate was incarcerated at the Jail, day and time such inmate was released from the Jail, and number of days charged to the Nation for such Tribal

Inmate. Nation shall pay the full invoice amount within forty-five (45) days after it is delivered to the Nation, provided however, in the event that the Nation disputes the amount of the invoice Nation shall pay that amount of the invoice not disputed by Nation and notify the County in writing within forty-five (45) days after the invoice is received of the amounts and basis for the dispute pursuant to the Notice provisions in Section 5.3. Other than invoice amounts disputed by Nation pursuant to the foregoing process, delinquent invoice amounts will accrue interest at the rate of one and one-half percent (1½ %) per month or eighteen percent (18%) per annum.

The Jail Operator will transmit a daily list of Tribal Detainees being held on Nation charges to the Cherokee Nation Office of the Attorney General via email [CNAG-Criminal@cherokee.org](mailto:CNAG-Criminal@cherokee.org). The list shall include the name, date of birth, and charge on which the Tribal Detainee is being held. The Nation will not be responsible for charges for detainees who are not included on the daily list.

2.11 Monthly Invoicing. The County shall invoice Nation on a monthly basis all costs associated with the housing of its Tribal Inmates in the Jail. Invoices shall be sent to: Cherokee Nation Marshal Service P.O. Box 948, Tahlequah, OK 74465

2.12 Protection of Confidential Information. The Jail Operator and BOCC acknowledge that in the course of performing their obligations under this Agreement, the Jail Operator and BOCC will be provided with Confidential Information of the Nation or the Tribal Inmates.

For purposes of this Agreement, “Confidential Information” shall mean information in any form that the Nation or the Tribal Inmates own or possess, use or that is potentially useful, that the Nation treats as proprietary, private, or confidential, and that is not generally known to or shared by the Nation with the public. The Confidential Information includes, but is not limited to, all information relating to the Nation’s existing and contemplated affairs, operating systems, facility components and technology, Tribal Inmates protected health information or personally-identifiable information, and financial information of any nature. The BOCC and Jail Operator acknowledge and agree that they neither have nor acquire because of this Agreement any ownership, right, or interest in or with respect to the Nation or Tribal Inmates’ Confidential Information, including any information derived from the Confidential Information.

Subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1, *et seq.*, the BOCC and Jail Operator shall be responsible for protecting any Confidential Information provided to them by the Nation and agree to take reasonable steps, including the maintenance of appropriate policies, practices and procedures, to protect the Confidential Information from unauthorized disclosure. This includes, but is not limited to, compliance with the Health Information Privacy Act (“HIPAA”). The Nation recognizes that the BOCC and Jail Operator may, under certain circumstances, need to share Confidential Information with its contractors or others in the course of performing its obligations under this Agreement. The BOCC and Jail Operator may do so to the extent such sharing is necessary and reasonable under the circumstances. For example, the Nation recognizes that disclosure of a Tribal Inmate’s protected health information may be necessary in order to provide the Tribal Inmate with necessary medical care from a third party medical provider.

The BOCC or Jail Operator shall (i) notify the Nation within five (5) days of the detection of any unauthorized access to or use of the Confidential Information; (ii) consult and cooperate with the Nation regarding any investigations and the results of the same, and (iii) provide any information reasonably requested by the Nation related to any unauthorized access to the Confidential Information.

2.13 Jail Operator and BOCC's Responsibility for Contractors. The Jail Operator and BOCC shall be responsible for ensuring that its independent contractors, or any other person or entity performing services provided for in this Detention Agreement on the Jail Operator or BOCC's behalf, shall comply with the terms of this Detention Agreement.

### ARTICLE 3

#### Limited Waiver of Sovereign Immunity. Venue. Jurisdiction.

3.1 The Nation is a sovereign nation and enjoys the full privileges of a sovereign's immunity from suit, as recognized by Congress and the United States Supreme Court. Execution of this Agreement shall not be construed to be a waiver of sovereign immunity other than as expressly set forth in Sections 3.2 and 3.3 below.

3.2 The Nation hereby agrees to a limited waiver sovereign immunity solely with respect to claims for monies owed arising directly from Sections 2.9, 2.10 and 2.11 of this Detention Agreement ("Invoice Disputes"). The remedy for any claim arising directly from Invoice Disputes shall be limited to monies owed and, if applicable, interest pursuant to Section 3.3 below, but shall not include any other type of remedy or damages, including, but not limited to, punitive damages. The Nation expressly declines to waive sovereign immunity with respect to any other claim or term of this Detention Agreement. Nothing in this Detention Agreement shall create any rights or causes of actions with respect to any third parties and the Nation expressly declines to waive sovereign immunity as to any non-party to this Detention Agreement.

3.3 Invoice Disputes. In the event of a disputed amount pursuant to Sections 2.9, 2.10 or 2.11 above, the Jail Operator shall investigate the disputed amount(s) and provide a response, affirming or correcting the disputed amount to Nation within ten (10) business days of receipt of notice as set forth in Section 2.10. Further, the parties shall confer to attempt to resolve the disputed amount. If resolved prior to mediation, no interest will accrue to any disputed amount(s) and payment for any amount will be made within ten (10) business days of resolution.

If the parties are unable to reach a resolution within thirty (30) days of the Jail Operator's response to any disputed amount(s), the parties shall attempt to resolve the dispute through non-binding mediation and Nation shall bear 50% of the cost of such mediation and the County shall bear the remaining 50%. If it is determined by the Mediator that any disputed amounts were properly invoiced, and if the parties unanimously agree to the Mediator's determination, such disputed amounts will accrue interest at the rate of one and one-half percent (1½ %) per month or eighteen percent (18%) per annum from the date of the original invoice. Any party, however, may unilaterally reject the Mediator's determination. The parties prefer to mediate the dispute through Dispute Resolution Consultants, Inc. located at 1602 S. Main St., Tulsa, Oklahoma, 74119.

If the parties are unable to reach a resolution either prior to mediation or through non-binding mediation as set forth in this Section 3.3, any party may bring suit to recover for monies owed in accordance with Section 3.2. The Nation consents to suit in accordance with Section 3.2 in the United States District Court for the Northern District of Oklahoma. Venue and jurisdiction shall be exclusive to the United States District Court for the Northern District of Oklahoma. The Nation expressly does not consent to suit in any other state or federal district court.

This agreement between the parties shall not be construed to create or diminish the legal rights or remedies that any individual may have against either party. The parties understand that the function of detention, incarceration, and bail are pursuant to Cherokee Nation law.

#### ARTICLE 4

##### Termination of Agreement and Amendments

4.1 Duration of Agreement and Amendments. Unless terminated earlier as provided below, the term of this Agreement shall be effective upon the final required signature of all parties and through September 30, 2022. This Agreement shall automatically renew on an annual basis and consistent with the Cherokee Nation fiscal year, that is, October 1 through September 30 unless a notice of termination is given consistent with Section 4.2 below.

4.2 Either party may terminate this agreement for any reason upon giving 90 days written notice, delivered by certified mail to the other party. Additionally, other forms of written communication, including email, are effective to cancel this agreement if consent to termination is evidenced in writing by all signatories of both parties.

4.3 Parties may at any time amend this agreement in writing with all signatories of both parties.

#### ARTICLE 5

##### Miscellaneous Provisions

5.1 The parties shall each be responsible for their own negligence or intentional acts with respect to their actions or inactions in connection with this Agreement.

5.2 If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

5.3 Notice. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) by certified mail, postage prepaid, return receipt requested, or (b) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to Nation: Marshal  
Shannon Buhl  
P.O. Box 948  
Tahlequah, OK 7446

with a copy to

Rebecca Mitchell, C.P.M.  
Director of Acquisition Management  
P. O. Box 948  
Tahlequah, OK 74465

If to County: Board of County Commissioners  
Attn: Keith Hyslope, Chairman  
400 West Broadway St.  
Muskogee, OK 74401

and

District \_ District Attorney's Office  
Attn: Orvil Loge, District Attorney  
220 State St., Ste. 1  
Muskogee, OK 74401

and

Muskogee County Sheriff's Office  
Attn: Andy Simmons, Sheriff  
220 State Street  
Muskogee, OK 74401

From time to time, any party may designate another address for all purposes of this Agreement by giving to the other parties not less than ten (10) days advance written notice of such change of address in accordance with the provisions hereof. The failure or refusal of a party to accept receipt of a notice hereunder shall in no manner invalidate the notice.

5.4 THIS AGREEMENT REPRESENTS THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER AND MERGES ALL PRIOR WRITTEN AND ORAL COMMUNICATIONS. THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF ALL PARTIES. A WAIVER BY A PARTY OF ITS RIGHTS HEREUNDER SHALL NOT BE BINDING UNLESS CONTAINED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTY WAIVING ITS RIGHTS. THE NON-ENFORCEMENT OR WAIVER OF ANY PROVISION ON ONE OCCASION SHALL NOT CONSTITUTE A WAIVER OF SUCH PROVISION ON ANY OTHER OCCASIONS UNLESS EXPRESSLY SO AGREED IN WRITING. IN WITNESS



WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth immediately below. Parties may at any time amend this agreement in writing with all signatories of both parties.

CHEROKEE NATION

\_\_\_\_\_  
Shannon Buhl, Director,  
Marshal Service

Date

\_\_\_\_\_  
Rebecca Mitchell, C.P.M.  
Director of Acquisition Management

AGREEMENT is approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by:

BOARD OF COUNTY COMMISSIONERS OF  
MUSKOGEE COUNTY, STATE OF OKLAHOMA

Keith Hyslope  
Keith Hyslope, Chairman BOCC

ATTEST:

Polly Irving  
Polly Irving, County Clerk

18 day of OCT 2021  
Chairman Keith Hyslope  
Member Isaiah  
Member Raymond  
Attest Polly Irving  
County Clerk

Approved as to Form:

Larry Edwards  
Orvil Loge, District Attorney  
Larry Edwards



ATTACHMENT A

CHEROKEE NATION BOND SCHEDULE

**NO BOND** Any person accused of or detained for *any* of the following offenses must be brought before a magistrate within 36 hours of arrest for bond hearing (21 CNCA § 1115.5)

- \*DOMESTIC ASSAULT AND BATTERY (includes with dangerous weapon, aggravated, strangulation and in the presence of minor children and other heightened degrees of Dom A&B)
- \*SHOOTING WITH INTENT TO KILL
- \*VIOLATION OF PROTECTIVE ORDER
- \*STALKING
- \*AGGRAVATED DUI of an intoxicating substance
- \*POSSESSION OF SCHEDULE I OR II CDS
- \*TRAFFICKING DRUGS (includes Oklahoma, Federal and Tribal Trafficking in Illegal Drug Acts)
- \*ANY PERSON POSSESSING A VIOLENT FELONY CONVICTION in the last 10 years
- \*ANY PERSON HAVING 2 OR MORE PRIOR FELONY CONVICTIONS
- \*APPEAL BOND
- \*PERSON ON PROBATION, PRETRIAL RELEASE ARRESTED FOR NEW OFFENSE
- \*ARSON FIRST DEGREE (includes attempts in the first degree)
- \* ASSAULT AND BATTERY ON A POLICE OFFICER
- \* BAIL JUMPING in any jurisdiction of the U.S.
- \*BRIBERY OF A PUBLIC OFFICIAL
- \*ROBBERY BY FORCE OR FEAR
- \*ROBBERY W/FIREARM OR DANGEROUS WEAPON DURING COMMISSION OF CRIME
- \*BURGLARY- FIRST OR SECOND DEGREE
- \*POSSESSION OF STOLEN VEHICLE
- \*DISTRIBUTION OF CDS (includes sale of possession of CDS w/intent to distribute or conspiracy to distribute)
- \*MANUFACTURE OF CDS
- \*DUI INVOLVING PERSONAL INJURY OR PROPERTY DAMAGE
- \*POSSESSION OF FIREARM/OTHER OFFENSIVE WEAPON DURING COMMISSION OF CRIME
- \*RECKLESS CONDUCT WHILE POSSESSING A FIREARM
- \*SEX OFFENSES
  - RAPE- FIRST AND SECOND DEGREE includes attempts
  - LEWD OR INDECENT PROPOSALS TO CHILD UNDER 18
  - SEXUAL BATTERY
- \*SEXUAL ASSAULT OR VIOLENT OFFENSES AGAINST CHILDREN
- \*BIGAMY
- \*INCEST
- \*CRIMES AGAINST NATURE
- \*INDECENT EXPOSURE
- \*OBSCENE MATERIAL-CHILD PORN

- \*SOLICITATION OF MINORS
- \*ENGAGING IN PROSTITUTION
- \*KIDNAPPING
- \*EXPLOSIVE DEVICE- possession, manufacture, use or delivery of FOUL, POISONOUS, OFFENSIVE OR INJURIOUS SUBSTANCE

MAJOR CRIMES (18 USCA § 1153)

NO BOND CONT.

- \*MURDER
- \*MANSLAUGHTER
- \*KIDNAPPING
- \*MAIMING
- \*ASSAULT OF CHILD UNDER THE AGE OF 16
- \*FELONY CHILD ABUSE AND NEGLECT
- \*ARSON
- \*BURGLARY
- \*ROBBERY
- \*INCEST
- \*AGGRAVATED SEXUAL ABUSE
- \*SEXUAL ABUSE
- \*SEXUAL ABUSE OF A MINOR
- \*ABUSIVE SEXUAL CONTACT
- \*OFFENSES RESULTING IN DEATH
- \*ASSAULTS W/IN MARITIME

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ASSAULT AND BATTERY	\$1,000	SURETY BOND
PUBLIC INTOXICATION	\$228.40	CASH BOND
POSSESSION OF PARAPHERNALIA	\$1,000	SURETY BOND
RESISTING ARREST	\$1,500	SURETY BOND
TRANSPORTING AN OPEN CONTAINER	\$338.90	CASH BOND
DRIVING UNDER THE INFLUENCE	\$2,500	SURETY BOND
RECKLESS DRIVING or OTHER DRIVING OFFENSE	\$477.40	CASH BOND
BREAKING AND ENTERING	\$1,500	SURETY BOND
LARCENY/ EMBEZZLEMENT OF \$500 or MORE	\$2,500	SURETY BOND
PETTY LARCENY/ EMBEZZLEMENT UNDER \$500	\$1,500	SURETY BOND
MALICIOUS INJURY TO PROPERTY	\$1,500	SURETY BOND

ATTACHMENT "B"

INDIAN HEALTH SERVICE AND TRIBAL HEALTHCARE  
FACILITIES IN EASTERN OKLAHOMA

AMO Salina Community Clinic; Salina OK	918-434-8500
Carl Albert Indian Hospital; Ada OK	405-436-3980
Bartlesville Clinic; Bartlesville OK	918-336-0823
Chickasaw Nation Health Clinic; Ardmore OK	405-226-8181
Chickasaw Nation Health Center; Tishomingo OK	405-371-2392
Choctaw Nation Health Center; Broken Arrow OK	405-584-2740
Choctaw Nation Health Services; Tahlequah OK	918-567-2211
Claremore Indian Hospital; Claremore OK	918-341-6200
Hugo Health Center; Hugo OK	405-326-7561
McAlester Health Center; McAlester OK	918-423-8440
Muscogee Creek Nation dba Eufaula Indian Health Center; Eufaula OK	918-689-2457
Muscogee Creek Nation dba Okmulgee Indian Health Center; Okmulgee OK	918-758-1926
Muskogee Wellness Center; Muskogee OK	918-687-0201
Nowata Primary Care Clinic; Nowata OK	918-273-0192
Okemah Indian Health Center; Okemah, OK	918-623-0555
PHS Indian Health Center; Miami OK	918-542-1655
PHS Indian Health Center; Wewoka OK	405-257-6281
Redbird Smith Health Center; Sallisaw OK	918-775-9150
Sam Hider Jay Community Clinic; Jay OK	918-253-4271
Sapulpa Health Center; Sapulpa OK	918-224-9310
Vinita Clinic; Vinita OK	918-323-0191
Wilma P. Mankiller Health Center; Stilwell OK	918-696-8800
W.W. Hastings Indian Hospital; Tahlequah OK	918-458-3100