

DETENTION SERVICE AGREEMENT
between
HASKELL COUNTY SHERIFF'S OFFICE,
HASKELL COUNTY CRIMINAL JUSTICE CENTER
and
MUSKOGEE COUNTY SHERIFF'S OFFICE,
MUSKOGEE COUNTY CRIMINAL JUSTICE CENTER

This prisoner housing agreement will be between the Haskell County Sheriff's Office, Haskell County Criminal Justice Center ("HASKELL COUNTY") located in Stigler, Oklahoma and the Muskogee County Sheriff's Office, Muskogee County Criminal Justice Center located in Muskogee, Oklahoma. HASKELL COUNTY SHERIFF'S OFFICE shall operate the Haskell County Criminal Justice Center for the Haskell County Public Trust Authority following rules, regulations and management decisions set forth by the Haskell County Public Trust Authority, operated by the Haskell County Sheriff 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. HASKELL COUNTY upon request of MUSKOGEE COUNTY will accept for incarceration prisoners, as requested, for which compensation shall be paid at the rate of Thirty Dollars (\$30) per prisoner, per day. The per diem rate applies to each calendar day or any portion of a day a prisoner is held. MUSKOGEE COUNTY will be responsible for payment of daily charges (\$30/day) for any days or parts of days while the prisoner is being house at the Haskell County Criminal Justice Center.
2. The prisoner will be delivered and picked up by MUSKOGEE COUNTY. If the inmate should have to be transported by HASKELL COUNTY, MUSKOGEE COUNTY will be responsible for an hourly rate Fifteen Dollars per hour (\$15/per hour), for each transport deputy depending on the number of inmates and current charge and status of the inmate. MUSKOGEE COUNTY will also be charged .58, or current Federal Milage Rate for transportation from one detention center to the other.
3. During the detention, the MUSKOGEE COUNTY 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, MUSKOGEE COUNTY shall be responsible for all medical expenses, and transportation expenses, if necessary, for such prisoner. HASKELL COUNTY shall promptly notify MUSKOGEE COUNTY, who shall thereupon promptly respond to the medical needs of the prisoner. In the event of an emergency or when otherwise required, HASKELL COUNTY is herein authorized to

obtain treatment for the medical needs of any prisoner covered by this agreement, and HASKELL COUNTY shall be reimbursed for all such medical expenses incurred. In the event that a prisoner needs emergency medical services, HASKELL COUNTY shall make reasonable efforts to transport the prisoner to Haskell County Hospital Emergency Room.

In the event that any prisoner may appear to require emergency medical treatment at the time such prisoner is presented for incarceration, HASKELL COUNTY may refuse to receive such prisoner into custody until after such time as that prisoner has received appropriate medical attention. (Reference 21 O.S. § 533 (C)).

5. HASKELL COUNTY agrees to provide for the care, supervision and treatment of MUSKOGEE COUNTY prisoners, the same as county prisoners. HASKELL COUNTY shall retain a prisoner until notified by MUSKOGEE COUNTY to release such prisoner. HASKELL COUNTY shall keep and maintain records of each and every such prisoner and render to MUSKOGEE COUNTY 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.

7. The term of this agreement shall extend to June 30 of each fiscal year 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 June 1 of each calendar year, HASKELL COUNTY has the right to refuse incarceration of any MUSKOGEE COUNTY prisoner. This agreement may be cancelled by either party upon ten (10) days written notice.

8. This agreement shall be binding upon the parties and their successors.

9. Each of the parties hereto covenant and agree to hold harmless the Haskell County Public Facility Authority, a public trust, from any claims arising from this agreement.

10. All notices required hereunder shall be sent via U.S. Mail, postage paid, as follows:

To MUSKOGEE COUNTY:

Muskogee County Sheriff's Office
C/O Sheriff Andy Simmons
220 State Street
Muskogee, OK 74401

To HASKELL COUNTY:

Haskell County Sheriff's Office
C/O Sheriff Tim Turner
1304 East Industrial Street
Stigler, OK 74462

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first set forth above.

HASKELL COUNTY SHERIFF:

[Signature]

Tim Turner, Haskell County Sheriff

4-5-2021

Date

Karen McCleary, County Clerk 04/05/2021
Please type or print name and title Date

Attest: [Signature]
Secretary

Concur: [Signature] 4-5-2021
Authorized Signature Date
Haskell County BOCC-Chairman

MUSKOGEE COUNTY SHERIFF:

Andy Simmons
Muskogee County Sheriff Date

[Signature] 4-17-21
Authorized Signature Date
Muskogee County BOCC-Chairman

_____ day of _____ 20____
Chairman [Signature]
Member [Signature]
Member [Signature]
Attest: [Signature] for Polly Irving
County Clerk

