



March 2020



Tawanna Cathey
Floodplain Administrator

Holly Sweetin
Deputy Floodplain Administrator

Pittsburg County
Floodplain Management Board
Office of the Floodplain Administrator

Tawanna Cathey
Floodplain Administrator

115 E. Carl Albert Pkwy, Room 101
McAlester, OK 74501

Phone: 918-423-4726
Fax: 918-423-7321
floodplain.pittsburgco@gmail.com

Spring Steps Forward During March Wed, Apr 01, 2020

Winter seemed to take a final bow after February in Oklahoma, leaving March with a warm and wet transition to spring. Areas of southern Oklahoma failed to see temperatures dip below freezing, and Hollis managed to hit 100 degrees on one of the earliest dates in state history. The lack of wintry weather was replaced by active spring weather. Severe storms were not prevalent, but there were three distinct storm systems that brought damaging weather to the state. Severe storms on the 19th spawned at least two tornadoes according to preliminary data from the National Weather Service. The first twister touched down just after midnight on the 19th near Olive in Creek County, damaging trees and a few structures. The second tornado struck later that morning near Okemah in Okfuskee County, again damaging trees and a few structures. The two confirmed tornadoes became the fourth and fifth the state has seen thus far in 2020, equaling the 1950-2019 average for those three months.

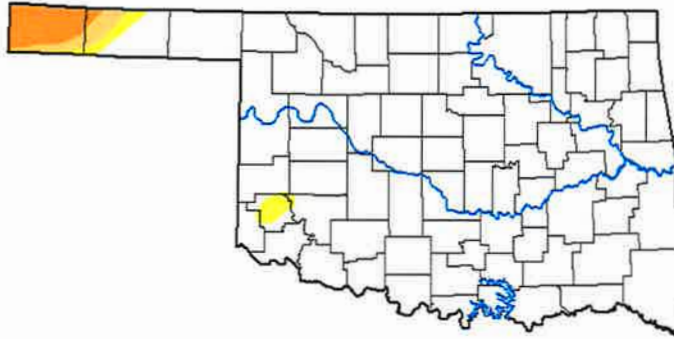
According to preliminary data from the Oklahoma Mesonet, the statewide average rainfall total was 4.93 inches, 1.89 inches above normal to rank as the fifth wettest March since records began in 1895. As is usually the case in Oklahoma, the heftiest totals were primarily across eastern sections. Totals from 6-9 inches were common southeast of Interstate 44, with Byars leading the way at 9.44 inches for the month. Of the Mesonet's 120 sites, 74 had at least 5 inches of rain, and 25 of those sites had at least 7 inches. The only stations that failed to reach at least an inch were in the far northwest, including three of the sites in the drought plagued western Panhandle. Kenton had the lowest March total with 0.32 inches. The far northwest was the only area of the state with a moisture deficit – generally less than an inch – while surpluses generally grew to 1-3 inches elsewhere. Southwestern and south central Oklahoma saw their third wettest Marches on record at 2.42 inches and 2.94 inches above normal, respectively. The first three months of the year finished with a statewide average of 10.21 inches, 3.78 inches above normal to rank as the fifth wettest January-March since 1895.

The statewide average temperature was 54.9 degrees according to the Mesonet, 4.5 degrees above normal to rank as the 12th warmest March on record. That lofty ranking was owed as much to the lack of cold weather as to an abundance of warm weather. Fifteen Mesonet sites failed to dip below freezing during the month, and more than half spent less than 10 hours at or below 32 degrees. Eva led the state with 76 hours below freezing. The month's lowest temperature of 20 degrees occurred at three different sites over two days. The month's highest temperature was a record breaker. Hollis reached 100 degrees on the 26th for 2020's first triple-digit temperature, the last dating back to Sept. 27, 2019. It also set the mark for the highest temperature ever recorded on any March 26 in Oklahoma history. The January-March statewide average temperature was 46.4 degrees, 2.9 degrees above normal to rank as the 16th warmest such period since 1895.

Very little drought remained in the state at the end of March, although the heaviest precipitation failed to hit the most stricken area. The far western Panhandle remained in moderate-to-severe drought, virtually unchanged since the beginning of last fall. Smaller areas of persistent drought in the far southwest received enough precipitation to be improved to the point of elimination. The April temperature and precipitation outlooks from the Climate Prediction Center (CPC) do not provide much hope for drought relief in the western Panhandle with increased odds of above normal temperatures and precipitation over much of the state, but no such indications in that area. Given those outlooks, CPC's April drought outlook expects some relief for the remaining dry conditions in the far southwest, but persistence and possibly even more development southeastward in the western Panhandle.

**U.S. Drought Monitor
Oklahoma**

April 7, 2020
(Released Thursday, Apr. 9, 2020)
Valid 8 a.m. EDT



Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	95.47	4.53	3.35	2.27	0.00	0.00
Last Week <i>03-31-2020</i>	95.89	4.11	2.52	0.84	0.00	0.00
3 Months Ago <i>01-07-2020</i>	76.26	23.74	10.50	3.64	0.00	0.00
Start of Calendar Year <i>12-31-2019</i>	75.45	23.55	10.47	3.64	0.00	0.00
Start of Water Year <i>10-01-2019</i>	71.94	28.06	11.08	1.01	0.00	0.00
One Year Ago <i>04-08-2019</i>	95.94	4.05	0.00	0.00	0.00	0.00

Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

David Simeral
Western Regional Climate Center



droughtmonitor.unl.edu

NOTE:

If you go to the Drought Monitor's web stie, you can view the changes in the national, state and county drought situation @<http://droughtmonitor.unl.edu/>

Rainfall Averages (in inches) for McAlester

Month Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total
2011	0.29	2.55	0.59	8.79	6.71	0.77	0.52	3.08	2.00	2.68	3.93	1.92	33.83
2012	5.36	1.33	6.23	4.27	3.07	3.68	2.51	4.62	3.43	1.24	0.74	2.10	38.58
2013	2.46	4.02	2.40	7.38	9.42	3.79	4.61	2.22	1.25	4.69	2.81	3.21	48.26
2014	0.58	0.74	4.37	2.39	3.54	5.37	11.02	0.90	1.90	6.73	3.48	3.09	44.11
2015	2.25	1.37	4.86	6.59	24.48	9.05	4.48	4.55	3.70	4.70	9.63	4.26	61.27
2016	1.04	1.60	3.16	7.55	4.93	2.98	6.91	2.59	1.86	2.08	1.20	1.07	36.97
2017	1.93	3.05	1.86	9.15	6.67	3.66	5.85	8.48	1.39	6.43	0.09	1.96	50.52
2018	.50	8.84	4.13	3.18	3.27	5.21	3.83	4.23	8.61	7.30	1.37	6.46	56.93
2019	3.33	4.08	2.74	5.22	6.47	5.80	2.70	5.03	2.59	12.47	4.98	1.16	56.57
2020	7.23	3.14	7.13										17.50

*Source: National Weather Service, Mesonet Portal, McAlester Monitoring Station.



**Floodplain
 Inq/Bus for March 2020**

Date	Number of Permits	FZ Determination	No of Contacts (In Person & Tele & Letter)	Reply to Inquiry	Other
03/02/2020					
03/03/2020					
03/04/2020					
03/05/2020		1	1	1	
03/06/2020					
03/09/2020		1	2	1	
03/10/2020	1	1	2	1	
03/11/2020					
03/12/2020					
03/13/2020	3	3	3	3	
03/16/2020		1	1	1	
03/17/2020		1	1	1	
03/18/2020		2	2	2	
03/19/2020					
03/20/2020					
03/23//2020					
03/24/2020					
03/25/2020					
03/26/2020					
03/270/2020					
TOTAL	4	10	12	10	

Total Office Inquiries 8

10 Hours

TRANSFER OF APPROPRIATIONS

Pittsburg County, Oklahoma

Fiscal Year Ending June 30, 2020

To the Honorable Governing Board:

Due to a need which has arisen in my office or department, and under the authority of 68 O.S. § 3021 and

62 O.S. § 461, I hereby request additional appropriations for current expense in the General

fund as shown in exhibit B. I further state that I have obtained written consent to the cancellation of _____

appropriations balances detailed in Exhibit A as evidenced by the signature of the department heads in schedule 2.

The reason for this requested transfer is as follows:

Respectfully submitted this day of

Signature and Title of Officer(s)/Department Head(s):

Chairman

CONSENT TO CANCEL:

I (we) the undersigned official(s)/department head(s) of the above named governmental agency do hereby consent to the cancellation of appropriation balances detailed in Exhibit A.

Signature and Title of Officer(s)/Department Head(s):

CONSENT TO CANCEL AND REQUEST FOR ADDITIONAL NEEDS:

We the undersigned Governing Board under authority of 68 O.S. § 3021 and 62 O.S. § 461, do hereby consent to the cancellation of the appropriation balances detailed in exhibit A and request that the revenues released be appropriated to the accounts detailed in Exhibit B. We further state that this request is made due to the following reason:

Done in a meeting of the Governing Board of the said government agency and recorded in the minutes of the

Secretary or Clerk of said board and signed at this day of 20th this day of April 2020

Secretary/Clerk

Chairman

NOTICE TO COUNTY EXCISE BOARD:

Pursuant to 62 O.S. § 461, the undersigned County Clerk of _____ County, Oklahoma, gives notice to the _____ County Excise Board that there has been a transfer of appropriations following the approval by the governing board of _____.

ATTEST:

County Clerk

Date

Exhibit A

Unencumbered appropriations account balances as of April 30, 2020 and schedule of amounts to be cancelled.

Account #	Name of Account	Office/Department	Unencumbered Balance	Consent to cancel by Officer	Cancelled by Governing Board
R-2	maintenance m40	General	452,613.19	10,000.00	
			TOTAL:	10,000.00	

Exhibit B

Additional appropriations requested for remainder of fiscal year ending June 30, 2020

Account #	Purpose or Name of Account	Office/Department	Amount Requested	Approved by Governing Board
SR-1A	Emel mngmt - Rec. Svc	Emel. mngmt	10,000.00	
		TOTAL:	10,000.00	

Note: the total amount of additional appropriations may not exceed the total amount approved for cancellation.

TRANSFER OF APPROPRIATIONS

Pittsburg County, Oklahoma

Fiscal Year Ending June 30, 2020

To the Honorable Governing Board:

Due to a need which has arisen in my office or department, and under the authority of 68 O.S. § 3021 and 62 O.S. § 461, I hereby request additional appropriations for current expense in the Civil Defense fund as shown in exhibit B. I further state that I have obtained written consent to the cancellation of _____ appropriations balances detailed in Exhibit A as evidenced by the signature of the department heads in schedule 2. The reason for this requested transfer is as follows:

Respectfully submitted this day of
Signature and Title of Officer(s)/Department Head(s):

E. M. Ouellet

CONSENT TO CANCEL:

I (we) the undersigned official(s)/department head(s) of the above named governmental agency do hereby consent to the cancellation of appropriation balances detailed in Exhibit A.
Signature and Title of Officer(s)/Department Head(s):

CONSENT TO CANCEL AND REQUEST FOR ADDITIONAL NEEDS:

We the undersigned Governing Board under authority of 68 O.S. § 3021 and 62 O.S. § 461, do hereby consent to the cancellation of the appropriation balances detailed in exhibit A and request that the revenues released be appropriated to the accounts detailed in Exhibit B. We further state that this request is made due to the following reason:

Done in a meeting of the Governing Board of the said government agency and recorded in the minutes of the Secretary or Clerk of said board and signed at this day of 2020 this day of April 2020

Secretary/Clerk

Chairman

NOTICE TO COUNTY EXCISE BOARD:

Pursuant to 62 O.S. § 461, the undersigned County Clerk of _____ County, Oklahoma, gives notice to the _____ County Excise Board that there has been a transfer of appropriations following the approval by the governing board of _____.

ATTEST:

County Clerk

Date

Exhibit A

Unencumbered appropriations account balances as of April 30, 2020 and schedule of amounts to be cancelled.

Account #	Name of Account	Office/Department	Unencumbered Balance	Consent to cancel by Officer	Cancelled by Governing Board
SR-1A	Civil Defense Emer. Resp. Supp. Mgmt	Emer. Mgmt	2,768.44	2,768.44	
SR-1B	Civil Defense Emer. Supp. Mgmt	Emer. Mgmt	500.00	500.00	
			TOTAL:	3,268.44	

Exhibit B

Additional appropriations requested for remainder of fiscal year ending June 30, 2020.

Account #	Purpose or Name of Account	Office/Department	Amount Requested	Approved by Governing Board
SR-2	Civil Defense Mgt	Emer. Mgmt	3,268.44	
			TOTAL:	3,268.44

Note: the total amount of additional appropriations may not exceed the total amount approved for cancellation.

TRANSFER OF APPROPRIATIONS

PITTSBURG County, Oklahoma

Fiscal Year Ending June 30, 2020

To the Honorable Governing Board:

Due to a need which has arisen in my office or department, and under the authority of 68 O.S. § 3021 and 62 O.S. § 461, I hereby request additional appropriations for current expense in the **HIGHWAY SALES TAX** fund as shown in exhibit B. I further state that I have obtained written consent to the cancellation of appropriations balances detailed in Exhibit A as evidenced by the signature of the department heads in schedule 2. The reason for this requested transfer is as follows:

TRANSFER \$\$ TO ASPHALT PLANT FOR ASPHALT RECEIVED BY DISTRICT 1 & 2

Respectfully submitted this day of 04/20/2020

Signature and Title of Officer(s)/Department Head(s):

DISTRICT 1 COMMISSIONER

DISTRICT 2 COMMISSIONER

CONSENT TO CANCEL:

I (we) the undersigned official(s)/department head(s) of the above named governmental agency do hereby consent to the cancellation of appropriation balances detailed in Exhibit A.

Signature and Title of Officer(s)/Department Head(s):

CONSENT TO CANCEL AND REQUEST FOR ADDITIONAL NEEDS:

We the undersigned Governing Board under authority of 68 O.S. § 3021 and 62 O.S. § 461, do hereby consent to the cancellation of the appropriation balances detailed in exhibit A and request that the revenues released be appropriated to the accounts detailed in Exhibit B. We further state that this request is made due to the following reason:

Done in a meeting of the Governing Board of the said government agency and recorded in the minutes of the Secretary or Clerk of said board and signed at **MCALESTER, OK** this day of **April 20, 2020**

Secretary/Clerk

Chairman

NOTICE TO COUNTY EXCISE BOARD:

Pursuant to 62 O.S. § 461, the undersigned County Clerk of **PITTSBURG** County, Oklahoma, gives notice to the **PITTSBURG** County Excise Board that there has been a transfer of appropriations following the approval by the governing board of

ATTEST:

County Clerk

Date

Exhibit A

Unencumbered appropriations account balances as of **04/20/2020** and schedule of amounts to be cancelled.

Account #	Name of Account	Office/Department	Unencumbered Balance	Consent to cancel by Officer	Cancelled by Governing Board
TST-2#1	M&O	DISTRICT 1		1,429.00	
TST-2#2	M&O	DISTRICT 2		3,056.25	
			TOTAL:	\$ 4,485.25	\$ 0.00

Exhibit B

Additional appropriations requested for remainder of fiscal year ending

Account #	Purpose or Name of Account	Office/Department	Amount Requested	Approved by Governing Board
TST-AP-2	M&O	ASPHALT PLANT	4,485.25	
			TOTAL:	\$ 4,485.25

Note: the total amount of additional appropriations may not exceed the total amount approved for cancellation.

TRANSFER OF APPROPRIATIONS

PITTSBURG County, Oklahoma

Fiscal Year Ending June 30, 2020

To the Honorable Governing Board:

Due to a need which has arisen in my office or department, and under the authority of 68 O.S. § 3021 and 62 O.S. § 461, I hereby request additional appropriations for current expense in the ANIMAL SHELTER SALES TAX fund as shown in exhibit B. I further state that I have obtained written consent to the cancellation of appropriations balances detailed in Exhibit A as evidenced by the signature of the department heads in schedule 2. The reason for this requested transfer is as follows:

TO TRANSFER MONTHLY APPROPRIATIONS FROM M&O ACCOUNT TO RESERVE ACCOUNT

Respectfully submitted this day of 04/20/2020

Signature and Title of Officer(s)/Department Head(s):

BOCC CHAIRMAN

CONSENT TO CANCEL:

I (we) the undersigned official(s)/department head(s) of the above named governmental agency do hereby consent to the cancellation of appropriation balances detailed in Exhibit A.

Signature and Title of Officer(s)/Department Head(s):

CONSENT TO CANCEL AND REQUEST FOR ADDITIONAL NEEDS:

We the undersigned Governing Board under authority of 68 O.S. § 3021 and 62 O.S. § 461, do hereby consent to the cancellation of the appropriation balances detailed in exhibit A and request that the revenues released be appropriated to the accounts detailed in Exhibit B. We further state that this request is made due to the following reason:

Done in a meeting of the Governing Board of the said government agency and recorded in the minutes of the Secretary or Clerk of said board and signed at MCALESTER, OK this day of April 20, 2020

Secretary/Clerk

Chairman

NOTICE TO COUNTY EXCISE BOARD:

Pursuant to 62 O.S. § 461, the undersigned County Clerk of PITTSBURG County, Oklahoma, gives notice to the PITTSBURG County Excise Board that there has been a transfer of appropriations following the approval by the governing board of

ATTEST:

County Clerk

Date

Exhibit A

Unencumbered appropriations account balances as of **04/20/2020** and schedule of amounts to be cancelled.

Account #	Name of Account	Office/Department	Unencumbered Balance	Consent to cancel by Officer	Cancelled by Governing Board
AS-MO	M&O	ANIMAL SHELTER		140,616.06	
			TOTAL:	\$ 140,616.06	\$ 0.00

Exhibit B

Additional appropriations requested for remainder of fiscal year ending

Account #	Purpose or Name of Account	Office/Department	Amount Requested	Approved by Governing Board
AS-4	RESERVE	ANIMAL SHELTER	140,616.06	
		TOTAL:	\$ 140,616.06	

Note: the total amount of additional appropriations may not exceed the total amount approved for cancellation.

"AMENDED"
RESOLUTION
20-260

TEMPORARY ADMENDMENT TO THE PITTSBURG COUNTY POLICIES & PROCEDURES

The Board of the County Commissioners, Pittsburg County, met in regular session on Monday, April 20, 2020.

WHEREAS, the Pittsburg County Board of County Commissioners met during an emergency meeting on Thursday, March 26, 2020.

WHEREAS, during said emergency meeting, the Board came to the conclusion that a temporary policy regarding compensation and leave usage during pandemic outbreaks should be adopted into the Pittsburg County Policies and Procedures Handbook. This temporary policy shall be added to the County's Emergency Operations Plan and the County's Continuity of Operations Plan.

WHEREAS, when the Pittsburg County Emergency Operations Center is activated to a Level 1 Full Operational facility, Pittsburg County will implement our temporary policy as follows:

1. Will follow guidelines set forth by the President of the United States and the Governor of Oklahoma.
2. Any employee considered "at risk" may be sent home to self-quarantine with regular compensation.
3. Employees who are quarantined by a medical professional shall remain at home with regular compensation. Any employee who is quarantined and found to be out in public will be required to use annual leave, comp time or leave without pay instead of being allowed administrative leave.
4. All County employees are considered "essential" personnel and shall report to work according to their Elected Official/Department Head's directions. Employees who are home as a result of trying to social distance shall remain on call and shall be required to return to work without notice. Employees who fail to return to work when directed will be required to use annual leave, comp time or leave without pay.
5. Anyone wishing to stay at home, but has not been quarantined will be required to use annual leave, comp time or leave without pay.
6. Any employee on FMLA, vacation, etc. will be required to remain on sick leave, FMLA or vacation until the designated time they were scheduled to return to work.

WHEREAS, these temporary guidelines are meant to help prevent the spread of the disease and is meant to ensure the safety of our employees and the public.

WHEREAS, this temporary policy will remain in effect until rescind by a resolution by the Board of County Commissioners.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby adopted this resolution, effective upon the Level 1 activation of the Pittsburg County Emergency Operations Center and will remain in effect until rescind by resolution by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKALHOMA

ATTEST: CHAIRMAN _____

VICE-CHAIRMAN _____

MEMBER _____

COUNTY CLERK _____

RESOLUTION
20-265

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, April 20, 2020.

WHEREAS, the following individual wishes to make a donation to the Pittsburg County Animal Shelter:

Jack R. DeJacimo - \$25.00
Alveda Blankenship - \$25.00
Jeremy Sittelet - \$40.00
Chris West - \$60.00
Michelle Bell - \$10.00
Colleen Mullins - \$20.00

WHEREAS, the Board of County Commissioners accepts this donation on behalf of the Pittsburg County Animal Shelter, to be deposited into the Animal Shelter Donation account, to be used for items that cannot be purchased through county sales tax dollars.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby approves this donation, to be deposited into the Animal Shelter Donation account.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN _____

MEMBER _____

MEMBER _____

COUNTY CLERK _____

JACK R. DEJACIMO 10-98
SENIORITY CHECKING

4292
38-363/1030

4-5-20 Date

PAY TO THE ORDER OF Pittsburg County Animal Shelter \$ 25.00
Twenty Five and 00/100 DOLLARS

BancFirst.
P.O. Box 1107, McAlester, Ok 74902-1107
MEMBER FDIC - (918) 428-0200



FOR Sharon Kay Weeks Memorial Jack R. DeJacimo



DESCRIPTION	Amount
<u>Checks</u>	
<u>4292</u>	

S. A. & I. No. 210 (1986)

RECEIPT

No:22603

ANIMAL SHELTER
(office or board)

PITTSBURG COUNTY
STATE OF OKLAHOMA

McALESTER, OKLAHOMA 4-13 20

Received of Jack DeJacimo \$ 25.00

Twenty Five Dollars Dollars

Purpose Donation in memory of Sharon Weeks

Chairman, BOCC
Officer

By LS Deputy

DESCRIPTION	Amount
<i>Check # 2473</i>	

S. A. & L. No. 210 (1986)

RECEIPT

No:22604

ANIMAL SHELTER

(office or board)

PITTSBURG COUNTY

STATE OF OKLAHOMA

McALESTER, OKLAHOMA 4-13, 20

Received of Kenneth & Alveda Blankenship s. 25

twenty five dollars Dollars

Purpose Donation in memory of Sharon Weeks

Chairman, BOCC

Officer

By LS

Deputy

KENNETH OR ALVEDA BLANKENSHIP 02-86 8473

Date April 9, 2020 88-21/1031 00

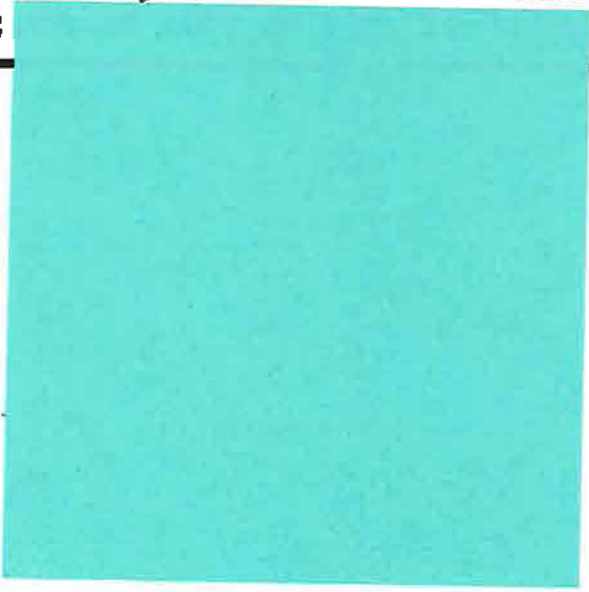
Pay to the Order of Pittsburg County Animal Shelter \$ 25.00

Twenty-five & 00/100 Dollars

First National Bank
Trust Co. of McAlester

50 PLUS

donation For Memory Sharon Weeks Alveda Blankenship



RECEIPT

ANIMAL SHELTER

(office or board)

PITTSBURG COUNTY

STATE OF OKLAHOMA

McALESTER, OKLAHOMA

4-14-20

Received of Jeremy Sittler

fort dollars

\$ 4.00

Dollars

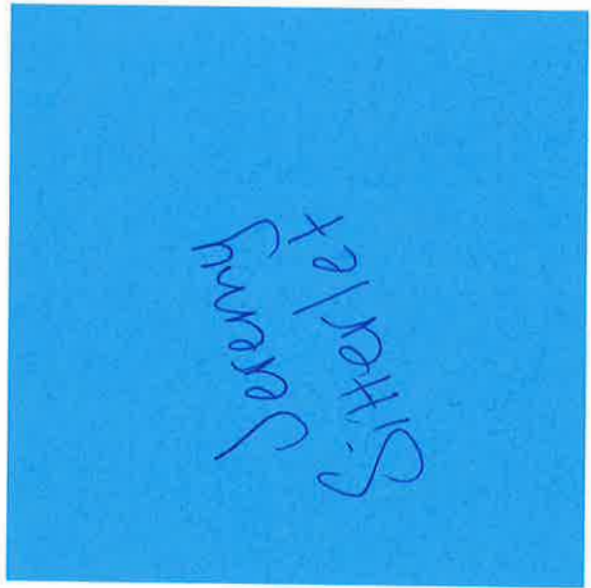
Purpose Donation

Chairman, BOCC

By US

Deputy

DESCRIPTION	Amount
<u>Cash</u>	



RECEIPT

No:22614

DESCRIPTION	Amount
Gift	

ANIMAL SHELTER
(office or board)

PITTSBURG COUNTY
STATE OF OKLAHOMA

McALESTER OKLAHOMA 4-15-20
\$ 500.00

Received of Chris West

\$500 dollars
Purpose Donation

By Chairman, BOCC
Officer

By W
Deputy

Dollars

RECEIPT

ANIMAL SHELTER

(office or board)

PITTSBURG COUNTY
STATE OF OKLAHOMA

McALESTER, OKLAHOMA

4-16-20
5 10 00

Received of Michelle Bell

ten dollars

Purpose Donation

By Chairman, BOCC

Officer

By US

Deputy

Dollars

DESCRIPTION	Amount
Cash	

DESCRIPTION	Amount
cash	

ANIMAL SHELTER
(office or board)

PITTSBURG COUNTY
STATE OF OKLAHOMA

McALESTER, OKLAHOMA 4-16-20

Received of Celleen Mullins \$ 20
twenty dollars

Purpose Donation
Chairman, BOCC By CS Deputy
Officer

Dollars

**Detention Services Agreement By and Between The Board of
County Commissioners for Tulsa County and The Board of
County Commissioners, for
Pittsburg County, Oklahoma**

THIS AGREEMENT made the _____ day of _____, between the Board of County Commissioners for Tulsa County on behalf of the Tulsa County Juvenile Detention Center, hereinafter referred to as "TCJDC" and the Board of County Commissioners of _____ County, Oklahoma, hereinafter referred to as "User County".

RECITALS

- 1) **Whereas**, the State of Oklahoma has mandated pursuant to 10A O.S. § 2-3-103 that each county shall make provisions for the temporary custody of juveniles in a juvenile detention facility certified by the Office of Juvenile Affairs pursuant to 10A O.S. § 2-3-103, and
- 2) **Whereas**, it is permitted that juvenile bureaus be statutorily formed and utilized to operate juvenile detention facilities pursuant to 10A O.S. § 2-3-103 (C) (3), and
- 3) **Whereas**, Tulsa County has been named pursuant to 10A O.S. § 2-7-608 by the State Legislature as a regional detention center to provide ten (10) beds to be available for use as regional detention facility, and
- 4) **Whereas**, the Tulsa County Juvenile Bureau operates the Tulsa County Juvenile Detention Center, and
- 5) **Whereas**, it is the position of this Board of County Commissioners that it is in the health, welfare and safety interests of the taxpayers of Tulsa County and Northeast Oklahoma, and in the long-term interest of juvenile offenders, that the Tulsa Board of County Commissioners support the Tulsa County Juvenile Bureau in its efforts to comply with this State mandate,
- 6) **Therefore**, until or unless deemed improper or otherwise directed by the State Legislature, it shall be the policy of the Tulsa Board of County Commissioners to permit and encourage the Tulsa County Juvenile Bureau, subject to a final vote of approval of the Tulsa Board of County Commissioners, to initiate contracts with other counties to provide additional bed space in the Tulsa County Juvenile Detention Center for juvenile offenders of the northeast region of the State subject to the terms and conditions outlined herein, and
- 7) **Whereas**, a Board of County Commissioners shall have the authority pursuant to 10A O.S. § 2-3-103 (C)(3)(c) to enter into a contract with and to pay a public agency, private agency, or a Board of County Commissioners of another county for juvenile detention services in a juvenile detention facility and for alternatives to secure detention; and
- 8) **Whereas**, pursuant to 10A O.S. § 2-3-103 (C); the TCJDC is certified and licensed by the Office of Juvenile Affairs (OJA) to operate secure regional detention beds; meeting written rules, policies and procedures for certification pursuant to 10 O.S. § 2-7-603 and as promulgated by the Board of Juvenile Affairs; and

9) **Whereas**, the User County desires to contract with BOCC for the purpose of detaining juveniles at the Tulsa County Regional Detention Center:

IT IS HEREBY AGREED AS FOLLOWS:

1. TERM:

This Agreement shall be in effect until the 30th day of June, 2021, provided, however, that in the event the respective Boards shall each approve a renewal of the Agreement, on or after July 1 of each fiscal year, then this Agreement shall remain in effect for each succeeding fiscal year. Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice.

2. SERVICES:

Tulsa County Juvenile Detention Center shall provide and make available to the User County the services and facilities of the TCJDC in Tulsa, Oklahoma, on a space available basis, as determined by TCJDC, subject to the following terms and conditions in relation to juvenile cases arising in the User County under Title 10A of Oklahoma Statutes and requiring detention of certain juveniles.

3. FILING:

It shall be the responsibility of User County authorities to file a petition within five (5) judicial days after a juvenile is taken into custody as per Title 10A of the Oklahoma Statutes.

4. REFERRAL AND ADMISSION:

Subject to the certificate of insurance by User County sufficient to meet the criteria set out in Section 14 of this Agreement, the following provisions apply:

(a) Prior to admission, all juveniles referred to TCJDC for secure detention will be screened by the User County's Office of Juvenile Affairs (OJA), Juvenile Services Unit or other designated persons and will be determined eligible for placement in a secure detention facility by utilizing the detention screening guidelines adopted by the State Judicial Oversight Committee on Juvenile Justice. These guidelines are attached hereto as "Attachment A" and incorporated by reference. These guidelines will be utilized in the following manner: Juveniles will be accepted who meet the definition of Numbers 1A, serious offenders 10A O.S. § 2-7-902; 1B, Attempted serious offenders, 10A O.S. § 2-7-902; 2A, habitual offenders, juveniles with three (3) or more prior felony adjudications; 2B, seriously assaultive/destructive offenders, 10A O.S. § 2-3-101; 2C, juvenile adjudicated in a JD case who escape from an institution or Level E group home; 3A, an offender charged with a felony and meeting certain criteria; and 3B, a juvenile adjudicated in a JD case who escape from a Level D group home or below, as further described in "Attachment A". Numbers 3C and 4B will be accepted on a case-by-case basis. Number 4A shall not be accepted. Space availability will be determined by the TCJDC Facility Administration based on the projected needs of Tulsa County Law Enforcement Agencies.

(b) During the referral process, the User County or referring party must advise TCJDC of all pertinent information relating to the juvenile, including, but not limited to, any known suicide attempts, suicidal threats, threats of violence towards others, medical conditions, medications, etc. If a juvenile is under the influence of drugs or alcohol, the User County shall be responsible for obtaining a medical clearance for said juvenile to be detained before the juvenile is admitted to TCJDC. This medical clearance must be provided to TCJDC at the time of admittance. The User County is also responsible to make certain that any medications the resident is currently taking are brought to detention with the juvenile at the time of admission. It is the responsibility of User County to make all necessary arrangements that medications of this type are timely refilled and delivered to TCJDC. Any juvenile who arrives without his/her medically necessary prescription medication may not be admitted until the medication is received.

(c) All admissions to TCJDC shall be approved by TCJDC in advance of transportation to the Center. It shall be the responsibility of the User County authorities to initiate and obtain the detention authorization for the juvenile. A written detention order of the District Court for the User County shall be delivered to TCJDC in one of three methods: (1) by facsimile prior to the transportation and delivery of the juvenile; or (2) hand-delivery to TCJDC by User County's transportation officer delivering the juvenile to TCJDC; or (3) by verbal order of User County's District Court Judge providing that the written detention order is delivered by facsimile by 5:00 p.m. of the next judicial day. Acceptance of verbal detention orders shall only be granted in cases of exigent circumstances and in TCJDC's discretion. TCJDC shall advise the User County if beds are not available.

5. REPORTS AND COURT ORDERS:

All copies of the written detention orders shall include: the name and signature of the User County's juvenile judge, the full name of the juvenile, the date of admission to TCJDC, and authorization for emergency and/or necessary medical, dental and mental healthcare. Necessary reports from User County shall include: arrest information, a written list of all known significant medical issues, identification and all contact information of adult to be notified in case of a medical emergency. Upon release of the juvenile from TCJDC, the User County shall provide to TCJDC a written release order which shall state the juvenile's name, the date the juvenile is to be released, a clear identification of the person to whom release of the juvenile is authorized and the juvenile judge's signature. Said written release order shall be received by TCJDC prior to the release. Verbal orders of the court may be accepted at the discretion of TCJDC provided a written order is delivered by facsimile by 5:00 p.m. of the next judicial day. The Chief Judge of the Juvenile Division of the 14th Judicial District, having administrative authority over the Juvenile Bureau of the District Court and TCJDC, reserves the right to order the release of any juvenile detained in TCJDC to the appropriate User County Authorities. It shall be the responsibility of the User County authorities to arrange for immediate transport.

6. NOTIFICATION:

Prior to transporting any juvenile to the TCJDC, it shall be the responsibility of the User County to notify such juvenile's parents of said juvenile's apprehension and detention. Further, that prior to the juvenile's detention hearing, the User County should notify his/her attorney of record of his/her detention

7. TRANSPORTATION:

With the exception of transportation for emergency medical, dental or mental healthcare arising subsequent to admission to TCJDC as described herein, User County will provide transportation to and from the TCJDC for all of its juveniles who are detained at the Center. TCJDC will only transport for medical reasons that are addressed in Section 8 of this Agreement.

8. MEDICAL NEEDS:

Any juvenile detained in TCJDC requiring emergency medical, dental or mental health attention not due to pre-existing conditions shall be taken to local health care facilities by TCJDC. The User County shall be notified within 24 hours or by the close of the next judicial day. It is the responsibility of the User County to provide any needed security if the juvenile is hospitalized. User County shall be immediately notified of any non-emergency illness or injury, as determined by medical staff at TCJDC, occurring subsequent to the juvenile's admission. The User County may elect to transport the juvenile to be treated within the User County and transportation of said juvenile shall be the sole responsibility of the User County. Financial responsibility for all medical services, whether emergency or not, shall be with the parents, legal guardians or legal custodians of the juvenile and/or the User County. User County agrees to pay direct or reimburse TCJDC for all payments due or expenses incurred for said juvenile, except such expenses as may be occasioned by the negligence of TCJDC. Tulsa County bears no responsibility to collect payment from the parents, legal guardians or legal custodians of the juvenile and/or the User County.

9. JUDICIAL PROCEEDINGS and OJA SERVICES:

All judicial proceedings and OJA services regarding the User County's juveniles detained in TCJDC shall be the responsibility of the User County. It shall be the responsibility of User County to provide TCJDC with necessary written judicial orders such as, but not limited to: secure detention, release from detention, transportation, emergency medical/mental health treatment, and temporary releases. It shall further be the responsibility of the User County to ensure that legally proper detention hearings are timely conducted with the resulting copies of written court orders being received by TCJDC with a written judicial order for secure detention, an order for a juvenile to be released from detention, orders to transport, authorization for emergency medical treatment, temporary release orders, and any medication the resident is currently taking. Juveniles adjudicated as Youthful Offenders shall only be eligible for admission after being placed in the temporary custody of the Office of Juvenile Affairs. Juveniles shall not be accepted into the TCJDC after they have reached their eighteenth (18th) birthday.

10. JUDICIAL REVIEW:

Whenever the District Court of the User County orders a juvenile to be held in the TCJDC, that order of secure detention shall remain in force and effect for not more than ten (10) days after such order. Upon application of the User County's District Attorney and after a hearing on such application, the District Court of the User County may extend the effective period of such an order for an additional period not to exceed ten (10) days after such hearing. The total period of preadjudicatory or predisposition detention shall not exceed the ninety (90) day limitation as specified by the Oklahoma Juvenile Code. No preadjudicatory or predisposition detention order shall remain in force and effect for more than thirty (30) days. The District Court of the User County, for good and sufficient cause shown, may extend the effective period of such an order and additional period not to exceed sixty (60) days. It is the responsibility of User County to make certain that the juvenile shall be present at the hearing on the application of extension unless, as authorized and approved by the Court, the attorney for the juvenile is present at the hearing and the juvenile is available to participate in the hearing via telephone conference communication. "Telephone conference communication" means use of a telephone device that allows all parties, including the juvenile, to hear and be heard by the other parties at the hearing. After the hearing, the District Court of the User County may order continued detention at TCJDC, may order the juvenile detained be moved to another placement, or may order the juvenile released.

11. OBSERVATION NOTES:

While a juvenile, detained upon the request of the User County, is a resident in the TCJDC, said TCJDC will provide, at the request of the User County, observation notes or other information on such juvenile while in detention, provided TCJDC is given ample time to produce such information.

12. PAYMENT:

The parties agree that the User County shall reimburse Tulsa County for juvenile detention services at a daily rate of sixty-eight dollars and twenty-five cents (\$68.25). The User County agrees to reimburse Tulsa County based on the rate, which represents the actual daily operating cost not paid by OJA. Should this Agreement be extended beyond the date set forth in Section 1 above, the rate per day shall remain the same for any succeeding months of the extended agreement. Should the daily rate change, TCJDC shall notify the User County thirty (30) days in advance of the effective date of the rate change when possible. Payment for services will be made upon receipt of a Claim/Invoice submitted by TCJDC to the Board of County Commissioners of User County. The parties agree that reimbursement for services provided pursuant to this Agreement will be delivered to the Board of County Commissioners of Tulsa County within thirty (30) days of the submission of the Claim/Invoice to User County. It is understood by both parties that this daily charge does not include reimbursement for any expenditure(s) made by TCJDC or Tulsa County for medical care or expenses associated with medical treatment of User County's detained juvenile. Expenses of this nature will be billed in the same manner as outlined above as additional charges over and above the daily detention service fee. Reimbursement for such additional charges will be made by User County pursuant to the same conditions set forth above for payment for the daily rate.

User County pursuant to the same conditions set forth above for payment for the daily rate

13. LIABILITY:

The parties agree that each party shall be responsible for its own negligence, if any, in the delivery of services pursuant to this contract. TCJDC shall be liable for the delivery of custodial services at the TCJDC. The User County Court shall retain all legal responsibility for County detained in TCJDC under this Agreement causes damages or participates in causing of damages to the TCJDC facilities, furnishings, equipment, or any other property located at the Detention Center, Tulsa County reserves the right to file charges against the juvenile for reimbursement of damages and/or seek the benefit of the insurance provided by User County pursuant to Section 14 of this Agreement. The foregoing reservation of rights by Tulsa County does not limit or diminish the rights of Tulsa County and/or TCJDC to seek recovery from User County for all damages caused by a juvenile of User County. User County acknowledges and accepts liability for all damages caused by a juvenile of User County, without limitation or modification by the terms of any insurance contracts or award of reimbursement against the juvenile

14. INSURANCE

Pursuant to 10A O.S. § 2-3-104, the Board of County Commissioners of User County shall provide to TCJDC a certificate of insurance coverage in amounts sufficient to meet the limits of liability provided in the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) as set out in 51 O.S. § 154 for any tort liability risk incurred as a result of providing or providing for the temporary detention of juveniles in TCJDC pursuant to the provisions of the Oklahoma Juvenile Code. This certificate of insurance must be received and approved by the Tulsa County District Attorney's Office before any juvenile of User County can be admitted to TCJDC.

15. MODIFICATION OR TERMINATION:

This agreement may be modified with the written approval of both parties or may be terminated by either party upon thirty (30) days written notice to the other party.

16. MISCELLANEOUS PROVISIONS

The failure of either party to enforce any of the provisions of this Agreement, or a waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

This Agreement contains the entire agreement of the parties with respect to the services described herein, and no other Agreement, statement, or promises made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

This Agreement expressly supersedes all previous agreement between the parties.

If any provision in the Agreement is constructed as if that provision were not contained herein if the exclusion of such provision is reasonable and does not materially alter or affect the provisions of the Agreement.

APPROVED this _____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS

_____ COUNTY, OKLAHOMA
User County

Chairman

Member

Member

ATTEST:

County Clerk

APPROVED as to form:

Assistant District Attorney

_____ County, Oklahoma

**Detention Services Agreement By and Between The Board of
County Commissioners for Tulsa County and The Board of
County Commissioners, for
Pittsburg County, Oklahoma**

THIS AGREEMENT made the _____ day of _____, between the Board of County Commissioners for Tulsa County on behalf of the Tulsa County Juvenile Detention Center, hereinafter referred to as "TCJDC" and the Board of County Commissioners of _____ County, Oklahoma, hereinafter referred to as "User County".

RECITALS

- 1) **Whereas**, the State of Oklahoma has mandated pursuant to 10A O.S. § 2-3-103 that each county shall make provisions for the temporary custody of juveniles in a juvenile detention facility certified by the Office of Juvenile Affairs pursuant to 10A O.S. § 2-3-103, and
- 2) **Whereas**, it is permitted that juvenile bureaus be statutorily formed and utilized to operate juvenile detention facilities pursuant to 10A O.S. § 2-3-103 (C) (3), and
- 3) **Whereas**, Tulsa County has been named pursuant to 10A O.S. § 2-7-608 by the State Legislature as a regional detention center to provide ten (10) beds to be available for use as regional detention facility, and
- 4) **Whereas**, the Tulsa County Juvenile Bureau operates the Tulsa County Juvenile Detention Center, and
- 5) **Whereas**, it is the position of this Board of County Commissioners that it is in the health, welfare and safety interests of the taxpayers of Tulsa County and Northeast Oklahoma, and in the long-term interest of juvenile offenders, that the Tulsa Board of County Commissioners support the Tulsa County Juvenile Bureau in its efforts to comply with this State mandate,
- 6) **Therefore**, until or unless deemed improper or otherwise directed by the State Legislature, it shall be the policy of the Tulsa Board of County Commissioners to permit and encourage the Tulsa County Juvenile Bureau, subject to a final vote of approval of the Tulsa Board of County Commissioners, to initiate contracts with other counties to provide additional bed space in the Tulsa County Juvenile Detention Center for juvenile offenders of the northeast region of the State subject to the terms and conditions outlined herein, and
- 7) **Whereas**, a Board of County Commissioners shall have the authority pursuant to 10A O.S. § 2-3-103 (C)(3)(c) to enter into a contract with and to pay a public agency, private agency, or a Board of County Commissioners of another county for juvenile detention services in a juvenile detention facility and for alternatives to secure detention; and
- 8) **Whereas**, pursuant to 10A O.S. § 2-3-103 (C); the TCJDC is certified and licensed by the Office of Juvenile Affairs (OJA) to operate secure regional detention beds; meeting written rules, policies and procedures for certification pursuant to 10 O.S. § 2-7-603 and as promulgated by the Board of Juvenile Affairs; and

9) **Whereas**, the User County desires to contract with BOCC for the purpose of detaining juveniles at the Tulsa County Regional Detention Center:

IT IS HEREBY AGREED AS FOLLOWS:

1. TERM:

This Agreement shall be in effect until the 30th day of June, 2021, provided, however, that in the event the respective Boards shall each approve a renewal of the Agreement, on or after July 1 of each fiscal year, then this Agreement shall remain in effect for each succeeding fiscal year. Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice.

2. SERVICES:

Tulsa County Juvenile Detention Center shall provide and make available to the User County the services and facilities of the TCJDC in Tulsa, Oklahoma, on a space available basis, as determined by TCJDC, subject to the following terms and conditions in relation to juvenile cases arising in the User County under Title 10A of Oklahoma Statutes and requiring detention of certain juveniles.

3. FILING:

It shall be the responsibility of User County authorities to file a petition within five (5) judicial days after a juvenile is taken into custody as per Title 10A of the Oklahoma Statutes.

4. REFERRAL AND ADMISSION:

Subject to the certificate of insurance by User County sufficient to meet the criteria set out in Section 14 of this Agreement, the following provisions apply:

(a) Prior to admission, all juveniles referred to TCJDC for secure detention will be screened by the User County's Office of Juvenile Affairs (OJA), Juvenile Services Unit or other designated persons and will be determined eligible for placement in a secure detention facility by utilizing the detention screening guidelines adopted by the State Judicial Oversight Committee on Juvenile Justice. These guidelines are attached hereto as "Attachment A" and incorporated by reference. These guidelines will be utilized in the following manner: Juveniles will be accepted who meet the definition of Numbers 1A, serious offenders 10A O.S. § 2-7-902; 1B, Attempted serious offenders, 10A O.S. § 2-7902; 2A, habitual offenders, juveniles with three (3) or more prior felony adjudications; 2B, seriously assaultive/destructive offenders, 10A O.S. § 2-3-101; 2C, juvenile adjudicated in a JD case who escape from an institution or Level E group home; 3A, an offender charged with a felony and meeting certain criteria; and 3B, a juvenile adjudicated in a JD case who escape from a Level D group home or below, as further described in "Attachment A". Numbers 3C and 4B will be accepted on a case-by-case basis. Number 4A shall not be accepted. Space availability will be determined by the TCJDC Facility Administration based on the projected needs of Tulsa County Law Enforcement Agencies.

(b) During the referral process, the User County or referring party must advise TCJDC of all pertinent information relating to the juvenile, including, but not limited to, any known suicide attempts, suicidal threats, threats of violence towards others, medical conditions, medications, etc. If a juvenile is under the influence of drugs or alcohol, the User County shall be responsible for obtaining a medical clearance for said juvenile to be detained before the juvenile is admitted to TCJDC. This medical clearance must be provided to TCJDC at the time of admittance. The User County is also responsible to make certain that any medications the resident is currently taking are brought to detention with the juvenile at the time of admission. It is the responsibility of User County to make all necessary arrangements that medications of this type are timely refilled and delivered to TCJDC. Any juvenile who arrives without his/her medically necessary prescription medication may not be admitted until the medication is received.

(c) All admissions to TCJDC shall be approved by TCJDC in advance of transportation to the Center. It shall be the responsibility of the User County authorities to initiate and obtain the detention authorization for the juvenile. A written detention order of the District Court for the User County shall be delivered to TCJDC in one of three methods: (1) by facsimile prior to the transportation and delivery of the juvenile; or (2) hand-delivery to TCJDC by User County's transportation officer delivering the juvenile to TCJDC; or (3) by verbal order of User County's District Court Judge providing that the written detention order is delivered by facsimile by 5:00 p.m. of the next judicial day. Acceptance of verbal detention orders shall only be granted in cases of exigent circumstances and in TCJDC's discretion. TCJDC shall advise the User County if beds are not available.

5. REPORTS AND COURT ORDERS:

All copies of the written detention orders shall include: the name and signature of the User County's juvenile judge, the full name of the juvenile, the date of admission to TCJDC, and authorization for emergency and/or necessary medical, dental and mental healthcare. Necessary reports from User County shall include: arrest information, a written list of all known significant medical issues, identification and all contact information of adult to be notified in case of a medical emergency. Upon release of the juvenile from TCJDC, the User County shall provide to TCJDC a written release order which shall state the juvenile's name, the date the juvenile is to be released, a clear identification of the person to whom release of the juvenile is authorized and the juvenile judge's signature. Said written release order shall be received by TCJDC prior to the release. Verbal orders of the court may be accepted at the discretion of TCJDC provided a written order is delivered by facsimile by 5:00 p.m. of the next judicial day. The Chief Judge of the Juvenile Division of the 14th Judicial District, having administrative authority over the Juvenile Bureau of the District Court and TCJDC, reserves the right to order the release of any juvenile detained in TCJDC to the appropriate User County Authorities. It shall be the responsibility of the User County authorities to arrange for immediate transport.

6. NOTIFICATION:

Prior to transporting any juvenile to the TCJDC, it shall be the responsibility of the User County to notify such juvenile's parents of said juvenile's apprehension and detention. Further, that prior to the juvenile's detention hearing, the User County should notify his/her attorney of record of his/her detention

7. TRANSPORTATION:

With the exception of transportation for emergency medical, dental or mental healthcare arising subsequent to admission to TCJDC as described herein, User County will provide transportation to and from the TCJDC for all of its juveniles who are detained at the Center. TCJDC will only transport for medical reasons that are addressed in Section 8 of this Agreement.

8. MEDICAL NEEDS:

Any juvenile detained in TCJDC requiring emergency medical, dental or mental health attention not due to pre-existing conditions shall be taken to local health care facilities by TCJDC. The User County shall be notified within 24 hours or by the close of the next judicial day. It is the responsibility of the User County to provide any needed security if the juvenile is hospitalized. User County shall be immediately notified of any non-emergency illness or injury, as determined by medical staff at TCJDC, occurring subsequent to the juvenile's admission. The User County may elect to transport the juvenile to be treated within the User County and transportation of said juvenile shall be the sole responsibility of the User County. Financial responsibility for all medical services, whether emergency or not, shall be with the parents, legal guardians or legal custodians of the juvenile and/or the User County. User County agrees to pay direct or reimburse TCJDC for all payments due or expenses incurred for said juvenile, except such expenses as may be occasioned by the negligence of TCJDC. Tulsa County bears no responsibility to collect payment from the parents, legal guardians or legal custodians of the juvenile and/or the User County.

9. JUDICIAL PROCEEDINGS and OJA SERVICES:

All judicial proceedings and OJA services regarding the User County's juveniles detained in TCJDC shall be the responsibility of the User County. It shall be the responsibility of User County to provide TCJDC with necessary written judicial orders such as, but not limited to: secure detention, release from detention, transportation, emergency medical/mental health treatment, and temporary releases. It shall further be the responsibility of the User County to ensure that legally proper detention hearings are timely conducted with the resulting copies of written court orders being received by TCJDC with a written judicial order for secure detention, an order for a juvenile to be released from detention, orders to transport, authorization for emergency medical treatment, temporary release orders, and any medication the resident is currently taking. Juveniles adjudicated as Youthful Offenders shall only be eligible for admission after being placed in the temporary custody of the Office of Juvenile Affairs. Juveniles shall not be accepted into the TCJDC after they have reached their eighteenth (18th) birthday.

10. JUDICIAL REVIEW:

Whenever the District Court of the User County orders a juvenile to be held in the TCJDC, that order of secure detention shall remain in force and effect for not more than ten (10) days after such order. Upon application of the User County's District Attorney and after a hearing on such application, the District Court of the User County may extend the effective period of such an order for an additional period not to exceed ten (10) days after such hearing. The total period of preadjudicatory or predisposition detention shall not exceed the ninety (90) day limitation as specified by the Oklahoma Juvenile Code. No preadjudicatory or predisposition detention order shall remain in force and effect for more than thirty (30) days. The District Court of the User County, for good and sufficient cause shown, may extend the effective period of such an order and additional period not to exceed sixty (60) days. It is the responsibility of User County to make certain that the juvenile shall be present at the hearing on the application of extension unless, as authorized and approved by the Court, the attorney for the juvenile is present at the hearing and the juvenile is available to participate in the hearing via telephone conference communication. "Telephone conference communication" means use of a telephone device that allows all parties, including the juvenile, to hear and be heard by the other parties at the hearing. After the hearing, the District Court of the User County may order continued detention at TCJDC, may order the juvenile detained be moved to another placement, or may order the juvenile released.

11. OBSERVATION NOTES:

While a juvenile, detained upon the request of the User County, is a resident in the TCJDC, said TCJDC will provide, at the request of the User County, observation notes or other information on such juvenile while in detention, provided TCJDC is given ample time to produce such information.

12. PAYMENT:

The parties agree that the User County shall reimburse Tulsa County for juvenile detention services at a daily rate of sixty-eight dollars and twenty-five cents (\$68.25). The User County agrees to reimburse Tulsa County based on the rate, which represents the actual daily operating cost not paid by OJA. Should this Agreement be extended beyond the date set forth in Section 1 above, the rate per day shall remain the same for any succeeding months of the extended agreement. Should the daily rate change, TCJDC shall notify the User County thirty (30) days in advance of the effective date of the rate change when possible. Payment for services will be made upon receipt of a Claim/Invoice submitted by TCJDC to the Board of County Commissioners of User County. The parties agree that reimbursement for services provided pursuant to this Agreement will be delivered to the Board of County Commissioners of Tulsa County within thirty (30) days of the submission of the Claim/Invoice to User County. It is understood by both parties that this daily charge does not include reimbursement for any expenditure(s) made by TCJDC or Tulsa County for medical care or expenses associated with medical treatment of User County's detained juvenile. Expenses of this nature will be billed in the same manner as outlined above as additional charges over and above the daily detention service fee. Reimbursement for such additional charges will be made by User County pursuant to the same conditions set forth above for payment for the daily rate.

User County pursuant to the same conditions set forth above for payment for the daily rate

13. LIABILITY:

The parties agree that each party shall be responsible for its own negligence, if any, in the delivery of services pursuant to this contract. TCJDC shall be liable for the delivery of custodial services at the TCJDC. The User County Court shall retain all legal responsibility for County detained in TCJDC under this Agreement causes damages or participates in causing of damages to the TCJDC facilities, furnishings, equipment, or any other property located at the Detention Center, Tulsa County reserves the right to file charges against the juvenile for reimbursement of damages and/or seek the benefit of the insurance provided by User County pursuant to Section 14 of this Agreement. The foregoing reservation of rights by Tulsa County does not limit or diminish the rights of Tulsa County and/or TCJDC to seek recovery from User County for all damages caused by a juvenile of User County. User County acknowledges and accepts liability for all damages caused by a juvenile of User County, without limitation or modification by the terms of any insurance contracts or award of reimbursement against the juvenile

14. INSURANCE

Pursuant to 10A O.S. § 2-3-104, the Board of County Commissioners of User County shall provide to TCJDC a certificate of insurance coverage in amounts sufficient to meet the limits of liability provided in the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) as set out in 51 O.S. § 154 for any tort liability risk incurred as a result of providing or providing for the temporary detention of juveniles in TCJDC pursuant to the provisions of the Oklahoma Juvenile Code. This certificate of insurance must be received and approved by the Tulsa County District Attorney's Office before any juvenile of User County can be admitted to TCJDC.

15. MODIFICATION OR TERMINATION:

This agreement may be modified with the written approval of both parties or may be terminated by either party upon thirty (30) days written notice to the other party.

16. MISCELLANEOUS PROVISIONS

The failure of either party to enforce any of the provisions of this Agreement, or a waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

This Agreement contains the entire agreement of the parties with respect to the services described herein, and no other Agreement, statement, or promises made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

This Agreement expressly supersedes all previous agreement between the parties.

If any provision in the Agreement is constructed as if that provision were not contained herein if the exclusion of such provision is reasonable and does not materially alter or affect the provisions of the Agreement.

APPROVED this _____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS

_____ COUNTY, OKLAHOMA

User County

Chairman

Member

Member

ATTEST:

_____ County Clerk

APPROVED as to form:

Assistant District Attorney

_____ County, Oklahoma

**Detention Services Agreement By and Between The Board of
County Commissioners for Tulsa County and The Board of
County Commissioners, for
Pittsburg County, Oklahoma**

THIS AGREEMENT made the _____ day of _____, between the Board of County Commissioners for Tulsa County on behalf of the Tulsa County Juvenile Detention Center, hereinafter referred to as "TCJDC" and the Board of County Commissioners of _____ County, Oklahoma, hereinafter referred to as "User County".

RECITALS

- 1) **Whereas**, the State of Oklahoma has mandated pursuant to 10A O.S. § 2-3-103 that each county shall make provisions for the temporary custody of juveniles in a juvenile detention facility certified by the Office of Juvenile Affairs pursuant to 10A O.S. § 2-3-103, and
- 2) **Whereas**, it is permitted that juvenile bureaus be statutorily formed and utilized to operate juvenile detention facilities pursuant to 10A O.S. § 2-3-103 (C) (3), and
- 3) **Whereas**, Tulsa County has been named pursuant to 10A O.S. § 2-7-608 by the State Legislature as a regional detention center to provide ten (10) beds to be available for use as regional detention facility, and
- 4) **Whereas**, the Tulsa County Juvenile Bureau operates the Tulsa County Juvenile Detention Center, and
- 5) **Whereas**, it is the position of this Board of County Commissioners that it is in the health, welfare and safety interests of the taxpayers of Tulsa County and Northeast Oklahoma, and in the long-term interest of juvenile offenders, that the Tulsa Board of County Commissioners support the Tulsa County Juvenile Bureau in its efforts to comply with this State mandate,
- 6) **Therefore**, until or unless deemed improper or otherwise directed by the State Legislature, it shall be the policy of the Tulsa Board of County Commissioners to permit and encourage the Tulsa County Juvenile Bureau, subject to a final vote of approval of the Tulsa Board of County Commissioners, to initiate contracts with other counties to provide additional bed space in the Tulsa County Juvenile Detention Center for juvenile offenders of the northeast region of the State subject to the terms and conditions outlined herein, and
- 7) **Whereas**, a Board of County Commissioners shall have the authority pursuant to 10A O.S. § 2-3-103 (C)(3)(c) to enter into a contract with and to pay a public agency, private agency, or a Board of County Commissioners of another county for juvenile detention services in a juvenile detention facility and for alternatives to secure detention; and
- 8) **Whereas**, pursuant to 10A O.S. § 2-3-103 (C); the TCJDC is certified and licensed by the Office of Juvenile Affairs (OJA) to operate secure regional detention beds; meeting written rules, policies and procedures for certification pursuant to 10 O.S. § 2-7-603 and as promulgated by the Board of Juvenile Affairs; and

9) **Whereas**, the User County desires to contract with BOCC for the purpose of detaining juveniles at the Tulsa County Regional Detention Center:

IT IS HEREBY AGREED AS FOLLOWS:

1. TERM:

This Agreement shall be in effect until the 30th day of June, 2021, provided, however, that in the event the respective Boards shall each approve a renewal of the Agreement, on or after July 1 of each fiscal year, then this Agreement shall remain in effect for each succeeding fiscal year. Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice.

2. SERVICES:

Tulsa County Juvenile Detention Center shall provide and make available to the User County the services and facilities of the TCJDC in Tulsa, Oklahoma, on a space available basis, as determined by TCJDC, subject to the following terms and conditions in relation to juvenile cases arising in the User County under Title 10A of Oklahoma Statutes and requiring detention of certain juveniles.

3. FILING:

It shall be the responsibility of User County authorities to file a petition within five (5) judicial days after a juvenile is taken into custody as per Title 10A of the Oklahoma Statutes.

4. REFERRAL AND ADMISSION:

Subject to the certificate of insurance by User County sufficient to meet the criteria set out in Section 14 of this Agreement, the following provisions apply:

(a) Prior to admission, all juveniles referred to TCJDC for secure detention will be screened by the User County's Office of Juvenile Affairs (OJA), Juvenile Services Unit or other designated persons and will be determined eligible for placement in a secure detention facility by utilizing the detention screening guidelines adopted by the State Judicial Oversight Committee on Juvenile Justice. These guidelines are attached hereto as "Attachment A" and incorporated by reference. These guidelines will be utilized in the following manner: Juveniles will be accepted who meet the definition of Numbers 1A, serious offenders 10A O.S. § 2-7-902; 1B, Attempted serious offenders, 10A O.S. § 2-7902; 2A, habitual offenders, juveniles with three (3) or more prior felony adjudications; 2B, seriously assaultive/destructive offenders, 10A O.S. § 2-3-101; 2C, juvenile adjudicated in a JD case who escape from an institution or Level E group home; 3A, an offender charged with a felony and meeting certain criteria; and 3B, a juvenile adjudicated in a JD case who escape from a Level D group home or below, as further described in "Attachment A". Numbers 3C and 4B will be accepted on a case-by-case basis. Number 4A shall not be accepted. Space availability will be determined by the TCJDC Facility Administration based on the projected needs of Tulsa County Law Enforcement Agencies.

(b) During the referral process, the User County or referring party must advise TCJDC of all pertinent information relating to the juvenile, including, but not limited to, any known suicide attempts, suicidal threats, threats of violence towards others, medical conditions, medications, etc. If a juvenile is under the influence of drugs or alcohol, the User County shall be responsible for obtaining a medical clearance for said juvenile to be detained before the juvenile is admitted to TCJDC. This medical clearance must be provided to TCJDC at the time of admittance. The User County is also responsible to make certain that any medications the resident is currently taking are brought to detention with the juvenile at the time of admission. It is the responsibility of User County to make all necessary arrangements that medications of this type are timely refilled and delivered to TCJDC. Any juvenile who arrives without his/her medically necessary prescription medication may not be admitted until the medication is received.

(c) All admissions to TCJDC shall be approved by TCJDC in advance of transportation to the Center. It shall be the responsibility of the User County authorities to initiate and obtain the detention authorization for the juvenile. A written detention order of the District Court for the User County shall be delivered to TCJDC in one of three methods: (1) by facsimile prior to the transportation and delivery of the juvenile; or (2) hand-delivery to TCJDC by User County's transportation officer delivering the juvenile to TCJDC; or (3) by verbal order of User County's District Court Judge providing that the written detention order is delivered by facsimile by 5:00 p.m. of the next judicial day. Acceptance of verbal detention orders shall only be granted in cases of exigent circumstances and in TCJDC's discretion. TCJDC shall advise the User County if beds are not available.

5. REPORTS AND COURT ORDERS:

All copies of the written detention orders shall include: the name and signature of the User County's juvenile judge, the full name of the juvenile, the date of admission to TCJDC, and authorization for emergency and/or necessary medical, dental and mental healthcare. Necessary reports from User County shall include: arrest information, a written list of all known significant medical issues, identification and all contact information of adult to be notified in case of a medical emergency. Upon release of the juvenile from TCJDC, the User County shall provide to TCJDC a written release order which shall state the juvenile's name, the date the juvenile is to be released, a clear identification of the person to whom release of the juvenile is authorized and the juvenile judge's signature. Said written release order shall be received by TCJDC prior to the release. Verbal orders of the court may be accepted at the discretion of TCJDC provided a written order is delivered by facsimile by 5:00 p.m. of the next judicial day. The Chief Judge of the Juvenile Division of the 14th Judicial District, having administrative authority over the Juvenile Bureau of the District Court and TCJDC, reserves the right to order the release of any juvenile detained in TCJDC to the appropriate User County Authorities. It shall be the responsibility of the User County authorities to arrange for immediate transport.

6. NOTIFICATION:

Prior to transporting any juvenile to the TCJDC, it shall be the responsibility of the User County to notify such juvenile's parents of said juvenile's apprehension and detention. Further, that prior to the juvenile's detention hearing, the User County should notify his/her attorney of record of his/her detention

7. TRANSPORTATION:

With the exception of transportation for emergency medical, dental or mental healthcare arising subsequent to admission to TCJDC as described herein, User County will provide transportation to and from the TCJDC for all of its juveniles who are detained at the Center. TCJDC will only transport for medical reasons that are addressed in Section 8 of this Agreement.

8. MEDICAL NEEDS:

Any juvenile detained in TCJDC requiring emergency medical, dental or mental health attention not due to pre-existing conditions shall be taken to local health care facilities by TCJDC. The User County shall be notified within 24 hours or by the close of the next judicial day. It is the responsibility of the User County to provide any needed security if the juvenile is hospitalized. User County shall be immediately notified of any non-emergency illness or injury, as determined by medical staff at TCJDC, occurring subsequent to the juvenile's admission. The User County may elect to transport the juvenile to be treated within the User County and transportation of said juvenile shall be the sole responsibility of the User County. Financial responsibility for all medical services, whether emergency or not, shall be with the parents, legal guardians or legal custodians of the juvenile and/or the User County. User County agrees to pay direct or reimburse TCJDC for all payments due or expenses incurred for said juvenile, except such expenses as may be occasioned by the negligence of TCJDC. Tulsa County bears no responsibility to collect payment from the parents, legal guardians or legal custodians of the juvenile and/or the User County.

9. JUDICIAL PROCEEDINGS and OJA SERVICES:

All judicial proceedings and OJA services regarding the User County's juveniles detained in TCJDC shall be the responsibility of the User County. It shall be the responsibility of User County to provide TCJDC with necessary written judicial orders such as, but not limited to: secure detention, release from detention, transportation, emergency medical/mental health treatment, and temporary releases. It shall further be the responsibility of the User County to ensure that legally proper detention hearings are timely conducted with the resulting copies of written court orders being received by TCJDC with a written judicial order for secure detention, an order for a juvenile to be released from detention, orders to transport, authorization for emergency medical treatment, temporary release orders, and any medication the resident is currently taking. Juveniles adjudicated as Youthful Offenders shall only be eligible for admission after being placed in the temporary custody of the Office of Juvenile Affairs. Juveniles shall not be accepted into the TCJDC after they have reached their eighteenth (18th) birthday.

10. JUDICIAL REVIEW:

Whenever the District Court of the User County orders a juvenile to be held in the TCJDC, that order of secure detention shall remain in force and effect for not more than ten (10) days after such order. Upon application of the User County's District Attorney and after a hearing on such application, the District Court of the User County may extend the effective period of such an order for an additional period not to exceed ten (10) days after such hearing. The total period of preadjudicatory or predisposition detention shall not exceed the ninety (90) day limitation as specified by the Oklahoma Juvenile Code. No preadjudicatory or predisposition detention order shall remain in force and effect for more than thirty (30) days. The District Court of the User County, for good and sufficient cause shown, may extend the effective period of such an order and additional period not to exceed sixty (60) days. It is the responsibility of User County to make certain that the juvenile shall be present at the hearing on the application of extension unless, as authorized and approved by the Court, the attorney for the juvenile is present at the hearing and the juvenile is available to participate in the hearing via telephone conference communication. "Telephone conference communication" means use of a telephone device that allows all parties, including the juvenile, to hear and be heard by the other parties at the hearing. After the hearing, the District Court of the User County may order continued detention at TCJDC, may order the juvenile detained be moved to another placement, or may order the juvenile released.

11. OBSERVATION NOTES:

While a juvenile, detained upon the request of the User County, is a resident in the TCJDC, said TCJDC will provide, at the request of the User County, observation notes or other information on such juvenile while in detention, provided TCJDC is given ample time to produce such information.

12. PAYMENT:

The parties agree that the User County shall reimburse Tulsa County for juvenile detention services at a daily rate of **sixty-eight dollars and twenty-five cents (\$68.25)**. The User County agrees to reimburse Tulsa County based on the rate, which represents the actual daily operating cost not paid by OJA. Should this Agreement be extended beyond the date set forth in Section 1 above, the rate per day shall remain the same for any succeeding months of the extended agreement. Should the daily rate change, TCJDC shall notify the User County thirty (30) days in advance of the effective date of the rate change when possible. Payment for services will be made upon receipt of a Claim/Invoice submitted by TCJDC to the Board of County Commissioners of User County. The parties agree that reimbursement for services provided pursuant to this Agreement will be delivered to the Board of County Commissioners of Tulsa County within thirty (30) days of the submission of the Claim/Invoice to User County. It is understood by both parties that this daily charge does not include reimbursement for any expenditure(s) made by TCJDC or Tulsa County for medical care or expenses associated with medical treatment of User County's detained juvenile. Expenses of this nature will be billed in the same manner as outlined above as additional charges over and above the daily detention service fee. Reimbursement for such additional charges will be made by User County pursuant to the same conditions set forth above for payment for the daily rate.

User County pursuant to the same conditions set forth above for payment for the daily rate

13. LIABILITY:

The parties agree that each party shall be responsible for its own negligence, if any, in the delivery of services pursuant to this contract. TCJDC shall be liable for the delivery of custodial services at the TCJDC. The User County Court shall retain all legal responsibility for County detained in TCJDC under this Agreement causes damages or participates in causing of damages to the TCJDC facilities, furnishings, equipment, or any other property located at the Detention Center, Tulsa County reserves the right to file charges against the juvenile for reimbursement of damages and/or seek the benefit of the insurance provided by User County pursuant to Section 14 of this Agreement. The foregoing reservation of rights by Tulsa County does not limit or diminish the rights of Tulsa County and/or TCJDC to seek recovery from User County for all damages caused by a juvenile of User County. User County acknowledges and accepts liability for all damages caused by a juvenile of User County, without limitation or modification by the terms of any insurance contracts or award of reimbursement against the juvenile

14. INSURANCE

Pursuant to 10A O.S. § 2-3-104, the Board of County Commissioners of User County shall provide to TCJDC a certificate of insurance coverage in amounts sufficient to meet the limits of liability provided in the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) as set out in 51 O.S. § 154 for any tort liability risk incurred as a result of providing or providing for the temporary detention of juveniles in TCJDC pursuant to the provisions of the Oklahoma Juvenile Code. This certificate of insurance must be received and approved by the Tulsa County District Attorney's Office before any juvenile of User County can be admitted to TCJDC.

15. MODIFICATION OR TERMINATION:

This agreement may be modified with the written approval of both parties or may be terminated by either party upon thirty (30) days written notice to the other party.

16. MISCELLANEOUS PROVISIONS

The failure of either party to enforce any of the provisions of this Agreement, or a waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

This Agreement contains the entire agreement of the parties with respect to the services described herein, and no other Agreement, statement, or promises made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

This Agreement expressly supersedes all previous agreement between the parties.

If any provision in the Agreement is constructed as if that provision were not contained herein if the exclusion of such provision is reasonable and does not materially alter or affect the provisions of the Agreement.

APPROVED this _____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS

_____ COUNTY, OKLAHOMA
User County

Chairman

Member

Member

ATTEST:

County Clerk

APPROVED as to form:

Assistant District Attorney

_____ County, Oklahoma

**Detention Services Agreement By and Between The Board of
County Commissioners for Tulsa County and The Board of
County Commissioners, for
Pittsburg County, Oklahoma**

THIS AGREEMENT made the _____ day of _____, between the Board of County Commissioners for Tulsa County on behalf of the Tulsa County Juvenile Detention Center, hereinafter referred to as "TCJDC" and the Board of County Commissioners of _____ County, Oklahoma, hereinafter referred to as "User County".

RECITALS

- 1) **Whereas**, the State of Oklahoma has mandated pursuant to 10A O.S. § 2-3-103 that each county shall make provisions for the temporary custody of juveniles in a juvenile detention facility certified by the Office of Juvenile Affairs pursuant to 10A O.S. § 2-3-103, and
- 2) **Whereas**, it is permitted that juvenile bureaus be statutorily formed and utilized to operate juvenile detention facilities pursuant to 10A O.S. § 2-3-103 (C) (3), and
- 3) **Whereas**, Tulsa County has been named pursuant to 10A O.S. § 2-7-608 by the State Legislature as a regional detention center to provide ten (10) beds to be available for use as regional detention facility, and
- 4) **Whereas**, the Tulsa County Juvenile Bureau operates the Tulsa County Juvenile Detention Center, and
- 5) **Whereas**, it is the position of this Board of County Commissioners that it is in the health, welfare and safety interests of the taxpayers of Tulsa County and Northeast Oklahoma, and in the long-term interest of juvenile offenders, that the Tulsa Board of County Commissioners support the Tulsa County Juvenile Bureau in its efforts to comply with this State mandate,
- 6) **Therefore**, until or unless deemed improper or otherwise directed by the State Legislature, it shall be the policy of the Tulsa Board of County Commissioners to permit and encourage the Tulsa County Juvenile Bureau, subject to a final vote of approval of the Tulsa Board of County Commissioners, to initiate contracts with other counties to provide additional bed space in the Tulsa County Juvenile Detention Center for juvenile offenders of the northeast region of the State subject to the terms and conditions outlined herein, and
- 7) **Whereas**, a Board of County Commissioners shall have the authority pursuant to 10A O.S. § 2-3-103 (C)(3)(c) to enter into a contract with and to pay a public agency, private agency, or a Board of County Commissioners of another county for juvenile detention services in a juvenile detention facility and for alternatives to secure detention; and
- 8) **Whereas**, pursuant to 10A O.S. § 2-3-103 (C); the TCJDC is certified and licensed by the Office of Juvenile Affairs (OJA) to operate secure regional detention beds; meeting written rules, policies and procedures for certification pursuant to 10 O.S. § 2-7-603 and as promulgated by the Board of Juvenile Affairs; and

9) **Whereas**, the User County desires to contract with BOCC for the purpose of detaining juveniles at the Tulsa County Regional Detention Center:

IT IS HEREBY AGREED AS FOLLOWS:

1. TERM:

This Agreement shall be in effect until the 30th day of June, 2021, provided, however, that in the event the respective Boards shall each approve a renewal of the Agreement, on or after July 1 of each fiscal year, then this Agreement shall remain in effect for each succeeding fiscal year. Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice.

2. SERVICES:

Tulsa County Juvenile Detention Center shall provide and make available to the User County the services and facilities of the TCJDC in Tulsa, Oklahoma, on a space available basis, as determined by TCJDC, subject to the following terms and conditions in relation to juvenile cases arising in the User County under Title 10A of Oklahoma Statutes and requiring detention of certain juveniles.

3. FILING:

It shall be the responsibility of User County authorities to file a petition within five (5) judicial days after a juvenile is taken into custody as per Title 10A of the Oklahoma Statutes.

4. REFERRAL AND ADMISSION:

Subject to the certificate of insurance by User County sufficient to meet the criteria set out in Section 14 of this Agreement, the following provisions apply:

(a) Prior to admission, all juveniles referred to TCJDC for secure detention will be screened by the User County's Office of Juvenile Affairs (OJA), Juvenile Services Unit or other designated persons and will be determined eligible for placement in a secure detention facility by utilizing the detention screening guidelines adopted by the State Judicial Oversight Committee on Juvenile Justice. These guidelines are attached hereto as "Attachment A" and incorporated by reference. These guidelines will be utilized in the following manner: Juveniles will be accepted who meet the definition of Numbers 1A, serious offenders 10A O.S. § 2-7-902; 1B, Attempted serious offenders, 10A O.S. § 2-7-902; 2A, habitual offenders, juveniles with three (3) or more prior felony adjudications; 2B, seriously assaultive/destructive offenders, 10A O.S. § 2-3-101; 2C, juvenile adjudicated in a JD case who escape from an institution or Level E group home; 3A, an offender charged with a felony and meeting certain criteria; and 3B, a juvenile adjudicated in a JD case who escape from a Level D group home or below, as further described in "Attachment A". Numbers 3C and 4B will be accepted on a case-by-case basis. Number 4A shall not be accepted. Space availability will be determined by the TCJDC Facility Administration based on the projected needs of Tulsa County Law Enforcement Agencies.

(b) During the referral process, the User County or referring party must advise TCJDC of all pertinent information relating to the juvenile, including, but not limited to, any known suicide attempts, suicidal threats, threats of violence towards others, medical conditions, medications, etc. If a juvenile is under the influence of drugs or alcohol, the User County shall be responsible for obtaining a medical clearance for said juvenile to be detained before the juvenile is admitted to TCJDC. This medical clearance must be provided to TCJDC at the time of admittance. The User County is also responsible to make certain that any medications the resident is currently taking are brought to detention with the juvenile at the time of admission. It is the responsibility of User County to make all necessary arrangements that medications of this type are timely refilled and delivered to TCJDC. Any juvenile who arrives without his/her medically necessary prescription medication may not be admitted until the medication is received.

(c) All admissions to TCJDC shall be approved by TCJDC in advance of transportation to the Center. It shall be the responsibility of the User County authorities to initiate and obtain the detention authorization for the juvenile. A written detention order of the District Court for the User County shall be delivered to TCJDC in one of three methods: (1) by facsimile prior to the transportation and delivery of the juvenile; or (2) hand-delivery to TCJDC by User County's transportation officer delivering the juvenile to TCJDC; or (3) by verbal order of User County's District Court Judge providing that the written detention order is delivered by facsimile by 5:00 p.m. of the next judicial day. Acceptance of verbal detention orders shall only be granted in cases of exigent circumstances and in TCJDC's discretion. TCJDC shall advise the User County if beds are not available.

5. REPORTS AND COURT ORDERS:

All copies of the written detention orders shall include: the name and signature of the User County's juvenile judge, the full name of the juvenile, the date of admission to TCJDC, and authorization for emergency and/or necessary medical, dental and mental healthcare. Necessary reports from User County shall include: arrest information, a written list of all known significant medical issues, identification and all contact information of adult to be notified in case of a medical emergency. Upon release of the juvenile from TCJDC, the User County shall provide to TCJDC a written release order which shall state the juvenile's name, the date the juvenile is to be released, a clear identification of the person to whom release of the juvenile is authorized and the juvenile judge's signature. Said written release order shall be received by TCJDC prior to the release. Verbal orders of the court may be accepted at the discretion of TCJDC provided a written order is delivered by facsimile by 5:00 p.m. of the next judicial day. The Chief Judge of the Juvenile Division of the 14th Judicial District, having administrative authority over the Juvenile Bureau of the District Court and TCJDC, reserves the right to order the release of any juvenile detained in TCJDC to the appropriate User County Authorities. It shall be the responsibility of the User County authorities to arrange for immediate transport.

6. NOTIFICATION:

Prior to transporting any juvenile to the TCJDC, it shall be the responsibility of the User County to notify such juvenile's parents of said juvenile's apprehension and detention. Further, that prior to the juvenile's detention hearing, the User County should notify his/her attorney of record of his/her detention

7. TRANSPORTATION:

With the exception of transportation for emergency medical, dental or mental healthcare arising subsequent to admission to TCJDC as described herein, User County will provide transportation to and from the TCJDC for all of its juveniles who are detained at the Center. TCJDC will only transport for medical reasons that are addressed in Section 8 of this Agreement.

8. MEDICAL NEEDS:

Any juvenile detained in TCJDC requiring emergency medical, dental or mental health attention not due to pre-existing conditions shall be taken to local health care facilities by TCJDC. The User County shall be notified within 24 hours or by the close of the next judicial day. It is the responsibility of the User County to provide any needed security if the juvenile is hospitalized. User County shall be immediately notified of any non-emergency illness or injury, as determined by medical staff at TCJDC, occurring subsequent to the juvenile's admission. The User County may elect to transport the juvenile to be treated within the User County and transportation of said juvenile shall be the sole responsibility of the User County. Financial responsibility for all medical services, whether emergency or not, shall be with the parents, legal guardians or legal custodians of the juvenile and/or the User County. User County agrees to pay direct or reimburse TCJDC for all payments due or expenses incurred for said juvenile, except such expenses as may be occasioned by the negligence of TCJDC. Tulsa County bears no responsibility to collect payment from the parents, legal guardians or legal custodians of the juvenile and/or the User County.

9. JUDICIAL PROCEEDINGS and OJA SERVICES:

All judicial proceedings and OJA services regarding the User County's juveniles detained in TCJDC shall be the responsibility of the User County. It shall be the responsibility of User County to provide TCJDC with necessary written judicial orders such as, but not limited to: secure detention, release from detention, transportation, emergency medical/mental health treatment, and temporary releases. It shall further be the responsibility of the User County to ensure that legally proper detention hearings are timely conducted with the resulting copies of written court orders being received by TCJDC with a written judicial order for secure detention, an order for a juvenile to be released from detention, orders to transport, authorization for emergency medical treatment, temporary release orders, and any medication the resident is currently taking. Juveniles adjudicated as Youthful Offenders shall only be eligible for admission after being placed in the temporary custody of the Office of Juvenile Affairs. Juveniles shall not be accepted into the TCJDC after they have reached their eighteenth (18th) birthday.

10. JUDICIAL REVIEW:

Whenever the District Court of the User County orders a juvenile to be held in the TCJDC, that order of secure detention shall remain in force and effect for not more than ten (10) days after such order. Upon application of the User County's District Attorney and after a hearing on such application, the District Court of the User County may extend the effective period of such an order for an additional period not to exceed ten (10) days after such hearing. The total period of preadjudicatory or predisposition detention shall not exceed the ninety (90) day limitation as specified by the Oklahoma Juvenile Code. No preadjudicatory or predisposition detention order shall remain in force and effect for more than thirty (30) days. The District Court of the User County, for good and sufficient cause shown, may extend the effective period of such an order and additional period not to exceed sixty (60) days. It is the responsibility of User County to make certain that the juvenile shall be present at the hearing on the application of extension unless, as authorized and approved by the Court, the attorney for the juvenile is present at the hearing and the juvenile is available to participate in the hearing via telephone conference communication. "Telephone conference communication" means use of a telephone device that allows all parties, including the juvenile, to hear and be heard by the other parties at the hearing. After the hearing, the District Court of the User County may order continued detention at TCJDC, may order the juvenile detained be moved to another placement, or may order the juvenile released.

11. OBSERVATION NOTES:

While a juvenile, detained upon the request of the User County, is a resident in the TCJDC, said TCJDC will provide, at the request of the User County, observation notes or other information on such juvenile while in detention, provided TCJDC is given ample time to produce such information.

12. PAYMENT:

The parties agree that the User County shall reimburse Tulsa County for juvenile detention services at a daily rate of sixty-eight dollars and twenty-five cents (\$68.25). The User County agrees to reimburse Tulsa County based on the rate, which represents the actual daily operating cost not paid by OJA. Should this Agreement be extended beyond the date set forth in Section 1 above, the rate per day shall remain the same for any succeeding months of the extended agreement. Should the daily rate change, TCJDC shall notify the User County thirty (30) days in advance of the effective date of the rate change when possible. Payment for services will be made upon receipt of a Claim/Invoice submitted by TCJDC to the Board of County Commissioners of User County. The parties agree that reimbursement for services provided pursuant to this Agreement will be delivered to the Board of County Commissioners of Tulsa County within thirty (30) days of the submission of the Claim/Invoice to User County. It is understood by both parties that this daily charge does not include reimbursement for any expenditure(s) made by TCJDC or Tulsa County for medical care or expenses associated with medical treatment of User County's detained juvenile. Expenses of this nature will be billed in the same manner as outlined above as additional charges over and above the daily detention service fee. Reimbursement for such additional charges will be made by User County pursuant to the same conditions set forth above for payment for the daily rate.

User County pursuant to the same conditions set forth above for payment for the daily rate

13. LIABILITY:

The parties agree that each party shall be responsible for its own negligence, if any, in the delivery of services pursuant to this contract. TCJDC shall be liable for the delivery of custodial services at the TCJDC. The User County Court shall retain all legal responsibility for County detained in TCJDC under this Agreement causes damages or participates in causing of damages to the TCJDC facilities, furnishings, equipment, or any other property located at the Detention Center, Tulsa County reserves the right to file charges against the juvenile for reimbursement of damages and/or seek the benefit of the insurance provided by User County pursuant to Section 14 of this Agreement. The foregoing reservation of rights by Tulsa County does not limit or diminish the rights of Tulsa County and/or TCJDC to seek recovery from User County for all damages caused by a juvenile of User County. User County acknowledges and accepts liability for all damages caused by a juvenile of User County, without limitation or modification by the terms of any insurance contracts or award of reimbursement against the juvenile

14. INSURANCE

Pursuant to 10A O.S. § 2-3-104, the Board of County Commissioners of User County shall provide to TCJDC a certificate of insurance coverage in amounts sufficient to meet the limits of liability provided in the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) as set out in 51 O.S. § 154 for any tort liability risk incurred as a result of providing or providing for the temporary detention of juveniles in TCJDC pursuant to the provisions of the Oklahoma Juvenile Code. This certificate of insurance must be received and approved by the Tulsa County District Attorney's Office before any juvenile of User County can be admitted to TCJDC.

15. MODIFICATION OR TERMINATION:

This agreement may be modified with the written approval of both parties or may be terminated by either party upon thirty (30) days written notice to the other party.

16. MISCELLANEOUS PROVISIONS

The failure of either party to enforce any of the provisions of this Agreement, or a waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

This Agreement contains the entire agreement of the parties with respect to the services described herein, and no other Agreement, statement, or promises made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

This Agreement expressly supersedes all previous agreement between the parties.

If any provision in the Agreement is constructed as if that provision were not contained herein if the exclusion of such provision is reasonable and does not materially alter or affect the provisions of the Agreement.

APPROVED this _____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS

_____ COUNTY, OKLAHOMA
User County

Chairman

Member

Member

ATTEST:

County Clerk

APPROVED as to form:

Assistant District Attorney

County, Oklahoma



thyssenkrupp

QEI Proposal & Response Form

To	Property
PITTSBURG COUNTY COURTHOUSE	PITTSBURG COUNTY COURTHOUSE
115 E CARL ALBERT PKWY	115 E CARL ALBERT PKWY
MCALESTER, OK 74501	MCALESTER, OK 74501
Attention: ROSS SELMAN	3 HYDRO
	Due Date: 5/30/2020

Accepted _____ (Please initial)

thyssenkrupp Elevator will provide a QEI (Qualified Elevator Inspector) to witness the safety test for the elevator equipment listed above. We will only use QEI's registered with the State of Oklahoma that meet all qualifications necessary to satisfy the Oklahoma Elevator Safety Act. ThyssenKrupp Elevator will coordinate our schedule with the inspectors and cover the cost for their services. We will also file the necessary forms with the Oklahoma Department of Labor, leave a copy for your records, and keep a copy on file in our office. All work will be performed during normal working hours of normal working days.

The price for this work is \$1,460.00 and is subject to the terms and conditions included in this proposal. Unless otherwise stated you agree to pay 100% upon signed acceptance. Please call our accounts receivable specialist at 1.770.262.0035 if you wish to make a payment by phone or mail your payment to the address below.

In order to have adequate time to coordinate our schedule with a QEI we need your response ASAP.

Declined _____ (Please initial)

We would like to decline this service. We will contact a QEI inspector and contract with them directly to witness the safety test and arrange a date with the licensed inspector and give ThyssenKrupp at least 30 days written notice or email before the scheduled date and time. Testing should be scheduled during regular business hours to avoid additional fees.

Authorization: By _____ Signature of authorized individual _____ Printed or typed name Title _____ Date _____	Submitted by:  Gena Woodall, Branch Manager Date: <u>4-10-20</u> Email: gena.woodall@thyssenkrupp.com Phone 918.459.5310 Ext 2856 Approved by _____ Date _____
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thyssenkrupp Elevator, Corporation 13665 E 61st St S, Broken Arrow, OK 74012
P: +1 918 665-2040, Extension 2856 email: gena.woodall@thyssenkrupp.com

RESOLUTION

NO. 20-266

The Board of County Commissioners, Pittsburg County, Met in regular session on Monday, April 20, 2020.

WHEREAS, Pittsburg County District #1 has been issued a check from John Deere Financial in the amount of \$3,113.30 for reimbursement for a lease payment on a motorgrader that was returned to the vendor. The check is to be deposited into the Highway Sales Tax District 1 lease payment account TST-2B #1 since payment for the lease came from the respective account.

WHEREAS, Pittsburg County requests that the Board of County Commissioners approve this transaction of the deposit into the respective account.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Pittsburg County do hereby approve the deposit of \$3,113.30 from John Deere Financial.

ATTEST:

CHAIRMAN

VICE-CHAIRMAN

MEMBER

COUNTY CLERK

TSF-2B#1

S2032C

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND GREEN ARE PRESENT.



**JOHN DEERE
FINANCIAL**

Date: 08 Apr 2020

Check 02625804
Number

50-937
213

Pay to the Order of
PITTSBURG CNTY / HWY SALES TAX FUND
115 E CARL ALBERT PKWY
MCALESTER OK 74501

Pay Amount
\$*****3,113.30*

Pay Amount
\$*****3,113.30*

Deere Credit Services, Inc.

JPMorgan Chase Bank N.A. Syracuse, New York

By: *Stevie N Owen*

REMOVE DOCUMENT ALONG THIS PERFORATION

ONETIMEJDF

02625804

Invoice Date	Your Reference No.	Our Reference No.	Gross Amount	Discount	Amount Paid
07 Apr 2020	0300061687004	120198210	3,113.30	0.00	3,113.30
			<i>Made refund</i>		
Remittance Statement		Currency USD	3,113.30 Gross Amount	0.00 Discount	3,113.30 Net Remittance

PAGE 1 OF 1

REFUND: WARRANT 2002175 OVERPAID LEASES

If you have questions concerning this payment, please direct all inquiries to Accounts Payable Shared Services, PO Box 8808, Moline, IL 61266-8808 or by calling 309-748-8100

RESOLUTION

20-267

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, April 20, 2020.

WHEREAS, the Pittsburg County Assessor wishes to declare the following items as junk:

See Exhibit 1

WHEREAS, the items listed in Exhibit 1 are obsolete and should be removed from inventory, to be disposed of at the Alderson Regional Landfill.

THEREFORE BE IT KNOWN, that the Board of County Commissioners, Pittsburg County, do hereby declare the items listed in Exhibit 1 as junk, to be removed from the inventory of the Pittsburg County Assessor and disposed of at the Alderson Regional Landfill.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN

ATTEST:

MEMBER

MEMBER

COUNTY CLERK

EXHIBIT 1

Inventory Items:

CHAIR:

H-102-105 SOFTLINE BASIC

CAMERA:

H-205-19 SONY CYBERSHOT W560

BATTERY:

H-220-80

PRINTER:

H-224-28 BROTHER HL-5250DN

H-224-36 BROTHER HL-2240 LASERJET

H-224-43 BROTHER HL-L2360DW

RESOLUTION
NO. 20-20-268

The Board of County Commissioners, Pittsburg County, Met in regular session on Monday, April 20, 2020.

WHEREAS, Pittsburg County has been issued a check from Pioneer Credit Recovery in the amount of \$179.08 for reimbursement of a garnishment that was suspended do to the Covid19 pandemic. The check is to be deposited into the Assessor Reval Personal Services account SO-1A to be reimbursed to the respective employee since payment of the garnishment came from the respective account.

WHEREAS, Pittsburg County requests that the Board of County Commissioners approve this transaction of the deposit into the respective account.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Pittsburg County do hereby approve the deposit of \$179.08 from Pioneer Credit Recovery.

ATTEST:

CHAIRMAN

VICE-CHAIRMAN

MEMBER

COUNTY CLERK

THIS CHECK IS VOID IF MULTI-COLORED BACKGROUND IS ABSENT OR IF ARTIFICIAL WATERMARK DOES NOT APPEAR ON BACK

Pioneer Credit Recovery, Inc.
26 Edward St.
Arcade NY 14009

1-2
210

CHECK NUMBER
017498

JP Morgan Chase, N.A.
New York NY

CHECK DATE
04/10/20

CHECK AMOUNT
*****179.08***

VOID AFTER 180 DAYS
ALTERED AMOUNT VOIDS CHECK

PAY One Hundred Seventy-Nine And 8/100 Dollars

TO THE ORDER OF HOPE TRAMMELL PITTSBURG COUNTY CLERK
PO BOX 3304
MCALESTER, OK 74502

