

**JAIL SERVICES AGREEMENT**  
**between**  
**TOWN OF FOREST PARK**  
**And**  
**THE CITY OF MIDWEST CITY**

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**THIS Jail Services Agreement** (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**Midwest City**”) and the City of Town of Forest Park, a municipal corporation, (hereinafter referred to as “**Town of Forest Park**”) (**Midwest City** and **Town of Forest Park** being collectively referred to herein as “**Parties**”) and is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS, Midwest City** grants permission for use of their property which does not conflict with their primary purpose and uses; and

**WHEREAS, Midwest City** owns and operates a fully licensed and accredited jail facility located at 100 North Midwest Boulevard in Midwest City, Oklahoma (hereinafter referred to as the “**Jail**”); and

**WHEREAS, Town of Forest Park** has a need to house individuals either arrested or held within its jurisdiction; and

**WHEREAS, Town of Forest Park** does not have the facilities to house the individuals and **Midwest City** does have **Jail** facilities to house the individuals; and

**WHEREAS, the Parties** wish to enter into this **Agreement** for the housing of such individuals identified by **Town of Forest Park** at the **Midwest City Jail**; and

**WHEREAS, this Agreement** is made recognizing the provisions of Title 74 of the Oklahoma Statutes, § 192, as may be amended from time to time, and all rights as provided under the State and Federal Constitutions; and

**WHEREAS, the Oklahoma statutes and Midwest City** charter authorize and allow **Midwest City** to contract to provide services pursuant to this **Agreement**; and

**NOW THEREFORE, MIDWEST CITY, and Town of Forest Park** agree as follows:

**1. AGREEMENT**

A. The purpose of this **Agreement** is to provide for the incarceration of **Town of Forest Park** prisoners and hold for municipal/state prisoners, as those terms are defined within this **Agreement** within the **Jail**, under the custody of **Midwest City** Town officials, and to otherwise coordinate booking and detention functions.

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B. This **Agreement** is expressly limited to provide **Town of Forest Park** permission only to the extent **Town of Forest Park's** use does not interfere with the use of the **Jail** by **Midwest City**. This **Agreement** is subject and subordinate to the rights of **Midwest City** to the use of the **Jail** which will be dominant over all rights of **Town of Forest Park**.

C. This **Agreement** hereby closes and supersedes all previous agreements between the **Parties**.

## **2. TERM**

Subject to the prompt and timely payment of Consideration as set forth in Paragraph 3:

A. The initial term of the **Agreement** shall commence on 12:00 am Central Daylight Time on July 1, 2022 and ending at 11:59 p.m. Central Daylight Time on June 30, 2023.

B. The **Parties** agree that at the end of the initial term, this **Agreement** may be extended for an additional one-year term, by agreement of the **Parties**, in writing, signed by all **Parties**. If such an agreement is not signed by the **Parties**, the term will not be extended, the **Agreement** will expire at the end of the term then in effect, and no additional extensions will be accomplished by way of this provision.

C. This **Agreement** is also subject to termination for breach of this **Agreement** and as set forth herein.

## **3. CONSIDERATION**

A. **Town of Forest Park's** financial obligations under this **Agreement** shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, **Town of Forest Park** agrees to pay **Midwest City** Sixty-Five Dollars (\$65.00) per day per **Town of Forest Park** prisoner or hold for municipal /state prisoner is held on behalf of **Town of Forest Park**.

B. **Midwest City** will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of **Town of Forest Park** prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the State of Oklahoma and the laws of the United States of America for detention for violation of **Town of Forest Park** municipal ordinances or Oklahoma state statutes, or otherwise held for **Town of Forest Park** police.



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C. **Midwest City** agrees to prepare and submit to **Town of Forest Park** monthly statements no later than the 10th day of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements.

D. Payment of the monthly statement shall be made by **Town of Forest Park** within thirty (30) of receipt to:

City Clerk,  
City of Midwest City  
100 N. Midwest Boulevard  
Midwest City, OK 73110

**4. FACILITIES**

**Midwest City** agrees to provide a jail facility that shall meet the standards set forth in Title 74 of the Oklahoma Statutes, § 192, as may be amended from time to time, and all constitutional rights as provided by the state and federal Constitutions and provide the following services:

A. **Midwest City** hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the **Jail** who are **Town of Forest Park's** prisoners or hold for municipal/state prisoners.

B. **Midwest City** shall permit **Town of Forest Park** law enforcement officers and **Town of Forest Park's** agents, in the pursuance of their official duties, as approved by **Town of Forest Park** Chief of Police and **Midwest City**, to enter the **Jail** at any and all hours for the purpose of conducting official business in the course of investigative process including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time, **Town of Forest Park** assumes responsibility and liability for such prisoners until the return of the prisoners to the **Jail**.

C. **Midwest City** shall allow **Town of Forest Park** access, at all times, to **Town of Forest Park** prisoners or hold for municipal /state prisoners. **Town of Forest Park** assumes responsibility and liability for any and all prisoners or trustees upon their removal from the **Jail** by **Town of Forest Park** until such time as they are returned to the **Jail** by **Town of Forest Park**.

**5. DEFINITIONS.**

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A. A "**Town of Forest Park** prisoner" shall be defined as any prisoner incarcerated in the **Jail** solely on **Town of Forest Park** municipal convictions and/or any other person that is otherwise held solely at the request of **Town of Forest Park** police.

B. A "hold for municipal/state prisoner" shall be defined as a prisoner arrested by a **Town of Forest Park** police officer with or without a warrant for any alleged violation of state law. Hold for municipal/ state prisoners will become **Town of Forest Park** prisoners when all state charges have been declined or disposed of and the prisoner is being held only for **Town of Forest Park** municipal charge(s) or **Town of Forest Park** municipal conviction(s), or otherwise held at the request of **Town of Forest Park** police.

**6. TERMINATION.**

A. This **Agreement** may be terminated by either party for any reason or for no reason upon one hundred eighty (180) days written notice to the other party.

B. This **Agreement** may be terminated by any party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

**7. CUSTODY.**

A. For purposes of this **Agreement**, custody shall be deemed to pass from **Town of Forest Park** to **Midwest City** upon **Town of Forest Park's** presentation and **Midwest City's** acceptance of the documentation required by **Midwest City** for booking of prisoners. For compensation purposes, **Town of Forest Park's** financial responsibility for **Town of Forest Park** prisoners and hold for municipal/state prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the **Jail**.

B. **Midwest City** agrees to accept and provide for the secure custody care and safekeeping of **Town of Forest Park** prisoners and hold for municipal/state prisoners.

C. **Midwest City** shall coordinate with Municipal Judges of **Town of Forest Park** for the posting of bonds for those persons charged with violations of **Town of Forest Park** ordinances. All fines/bonds will be posted with **Town of Forest Park** municipal court clerk. **Town of Forest Park** will



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be responsible for authorization of all own-recognizance bonds on **Town of Forest Park** prisoners. **Town of Forest Park** municipal authorities shall coordinate with **Midwest City** for the purposes of conducting arraignments of prisoners on municipal charges.

D. **Midwest City** agrees to release **Town of Forest Park** prisoners and hold for municipal /state prisoners within two (2) hours of notification or authorization to release unless special circumstances prevent release within that time whereupon the release shall be done as soon as practicable. For compensation purposes, **Town of Forest Park's** financial responsibility ends at release or two (2) hours after providing **Midwest City** notification or authorization to release a **Town of Forest Park** prisoner or hold for municipal/state prisoner, whichever is earlier.

**8. REMOVAL**

Upon termination, revocation, non-renewal, or expiration of this Agreement, **Town of Forest Park** must remove all its prisoners or hold for municipal/state prisoner, within fifteen (15) calendar days of the termination, revocation, non-renewal, or expiration of this **Agreement**.

**9. MEDICAL CARE.**

A. **Town of Forest Park** will not present to the **Jail** but, rather, will take a prisoner who needs emergency medical care to an approved emergency medical care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the **Jail** staff or who are otherwise in need of any medical care will be taken to an approved medical care institution for treatment prior to being presented for booking at the **Jail**.

B. Once a prisoner is in the custody of **Midwest City**, **Midwest City** agrees to accept and provide for the secure custody, care and safekeeping of **Town of Forest Park** prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, **Town of Forest Park** ordinances and court orders applicable to the operations of the **Jail**.

C. **Midwest City** agrees to provide the **Town of Forest Park** prisoners and hold for municipal/state prisoners with the same level of care and services provided **Midwest City** prisoners. **Town of Forest Park** agrees to provide transportation to and from medical facilities outside of the **Jail** for any

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**Town of Forest Park** prisoner or hold for municipal/state prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

**10. OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT.**

Both **Parties** are governmental subdivisions of the State of Oklahoma and subject to the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, § 151 *et seq.* Any action brought by either Party or by any third-party based on the **Parties** entering into this agreement shall comply with the requirements and procedures set forth in the Oklahoma Governmental Tort Claims Act.

**11. NOTICES**

A. Notices and other communications to the **Midwest City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk  
100 N. Midwest Boulevard  
Midwest City, OK 73110

AND

The City of Midwest City, Police Chief  
100 N. Midwest Boulevard  
Midwest City, OK 73110

B. Notices or other communications to **Town of Forest Park** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Town of Forest Park, City Clerk  
4201 N. Cultrane Rd  
Forest Park, OK 73121  
Town of Forest Park, Police Chief  
4201 N. Cultrane Rd.  
Forest Park, OK 73121

AND



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C. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

**12. ABIDES BY LAW**

**Town of Forest Park** must abide by the conditions of this **Agreement**, the ordinances of **Midwest City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Town of Forest Park’s** activities and **Town of Forest Park’s** use of the **Jail**.

**13. LIMITATION**

The **Agreement** consideration provided herein does not include or limit any remuneration or reimbursement for any loss, expense, or damages, if any, which may be caused by **Town of Forest Park** or incurred by the **Midwest City** hereunder or under any insurance or indemnification provision herein.

**14. ASSIGNMENT**

**Town of Forest Park** may not assign this **Agreement** to any entity or third party without the written consent of the **Midwest City**.

**15. COMPLETE AGREEMENT**

This is the complete agreement between the **Parties** and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all **Parties** hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

**16. TIME OF ESSENCE**

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

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**17. MULTIPLE ORIGINALS**

This **Agreement** may be executed in multiple counterparts, each of which shall be deemed an original.

**18. NONINTERFERENCE**

This **Agreement** authorizes **Town of Forest Park** to use and occupy a portion of the **Jail** for the purposes as provided herein. **Town of Forest Park's** activities and use may not in any manner permanently or temporarily interfere with existing or future **Midwest City** uses for the **Jail**.

**19. PROPERTY INTERESTS**

**Town of Forest Park** acknowledges and agrees that the **Jail** are first and foremost the property of the **Midwest City** and that the **Town of Forest Park** is not granted any property interest therein or by the terms of this **Agreement**.

**20. ANTI-COLLUSION**

**Town of Forest Park** agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Midwest City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Midwest City**, either directly or indirectly, in procuring and execution of this **Agreement**.

**21. WARRANTY**

Issuance of this **Agreement** does not constitute or contain any express or implied warranties of title, interest, or right to possession of the **Jail** nor the physical condition of any property subject to this **Agreement**.

**22. BREACH AND DEFAULT**

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely



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pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Agreement**. Provided however, any breach by **Town of Forest Park** which interferes with the operation or use of the **Jail** by **Midwest City** must be cured immediately; and **Midwest City** reserves the right to immediately terminate this **Agreement** if **Town of Forest Park** fails to cure any such breach.

C. Should **Midwest City** breach this **Agreement**, **Town of Forest Park** may only recover that proportion of the prepaid monthly rental for the unexpired term. **Town of Forest Park** may not collect or recover any other or additional damages, losses, or expenses.

### **23. ENVIRONMENTAL**

A. **Town of Forest Park** shall not permit any chemical substance or hazardous material to be brought upon, kept, or used in or about the **Jail** by **Town of Forest Park**, its officers, representatives, agents, employees, contractors, invitees, prisoners or hold prisoners. **Town of Forest Park** shall notify the **Midwest City's** Chief of Police of the presence, even if temporary, of any chemical substance or hazardous material brought onto the **Jail** by **Town of Forest Park**, its officers, representatives, agents, employees, contractors, or invitees, prisoners or hold prisoners.

B. If **Town of Forest Park** breaches the obligations stated in the preceding paragraph, or if the presence of the chemical substance or hazardous material brought onto the **Jail** by **Town of Forest Park** or its contractors, employees, agents, prisoners or hold prisoners results in contamination of the **Jail** or contamination of the water supply of **Midwest City**, or if contamination of the **Jail** or by the chemical substance or hazardous material otherwise occurs for which **Town of Forest Park** is legally liable, **Town of Forest Park** shall indemnify, defend and hold **Midwest City** and their officers, trustees, representatives, contractors, agents and employees harmless from any and all injuries, deaths, property

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damage, claims, judgments, damages, penalties, fines, costs, liabilities, losses, diminution in value, damages for the loss or restriction on use, sums paid in settlement of claims, and attorneys', consultants' and expert fees (collectively, "Environmental Claims") which arise during or after any term of this **Agreement** hereof as a result of such contamination.

C. This indemnification of **Midwest City** by **Town of Forest Park** also includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by **Midwest City** or any federal, state or local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water on or under the **Jail** caused by **Town of Forest Park**.

D. Without limiting the foregoing, if the presence of any chemical substance or hazardous material brought onto the **Jail** by **Town of Forest Park**, its employees, agents, contractors, prisoners or hold prisoners results in any contamination of the **Jail**, or the water supply of **Midwest City**, **Town of Forest Park** shall promptly take all actions at its sole expense as are necessary to return the **Jail** and the water supply of **Midwest City** to the condition existing prior to the introduction of any such chemical substance or hazardous material. The foregoing indemnity shall survive the expiration or earlier termination of this **Agreement**.

E. As used herein, the term "chemical substance" shall mean a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term "hazardous material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed by the Environmental Protection Agency as hazardous substances, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

#### **24. INSPECTION AND SECURITY**

A. **Town of Forest Park** and its employees and agents shall have the right, but not the duty, to inspect the **Jail** to determine whether **Midwest City** is complying with the terms of this **Agreement**. This provision does not intend or create any liability and/or indicate that **Town of Forest Park** has any



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control of or over the **Jail** but, rather, is expressly intended solely to allow monitoring of **Town of Forest Park** prisoners, hold for municipal/state prisoners and **Jail** standards.

B. **Town of Forest Park** personnel shall at all times comply with all state and **Midwest City** security and confidentiality regulations in effect at the **Jail**. Information belonging to **Midwest City** will be safeguarded by **Town of Forest Park** to the same extent as **Town of Forest Park** safeguards its own information of like kind relating to its own operation, subject to disclosures required by law.

**25. TRANSPORTATION OF PRISONERS**

Town of Forest Park hereby assumes responsibility for the transportation of **Town of Forest Park** prisoners to all municipal court appearances and shall hereby coordinate with the **Town of Forest Park** municipal judges for the posting of bonds for those persons charged with violations of **Town of Forest Park** ordinances. **Town of Forest Park** hereby assumes responsibility for the transportation of hold for municipal/state prisoners to the Oklahoma County Jail or other appropriate institution.

**26. THIRD PARTY BENEFICIARIES**

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Town of Forest Park** and **Midwest City**, and none of the provisions hereof are intended to benefit any third parties.

**27. VENUE AND CHOICE OF LAW**

All **Parties** hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All **Parties** agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

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**28. CASUALTY**

If any part of the **Jail** is damaged by casualty or Act of God, as to render the **Jail** unsuitable, in **Midwest City's** sole determination, then **Town of Forest Park** may terminate this **Agreement** by providing written notice to the **Midwest City**, as **Town of Forest Park's** only recourse as to **Midwest City**, which termination will be effective as of the date of such casualty or other harm.

**29. AMENDMENTS**

Any amendments to this **Agreement** must be in writing, signed and approved by the **Parties**.

**30. EFFECTIVE DATE**

The Effective Date of this **Agreement** is the date approved by **Midwest City** as the last party hereto.

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**APPROVED** by the Council and **SIGNED** by the Mayor of The City of Forest Park this  
28 day of June, 2022.

**THE CITY OF** Forest Park

George A. Smith  
**MAYOR**

Ipara Rahmond for Carolyn Pendavis  
**CITY CLERK**

**REVIEWED** for form and legality.

Tom Sutt  
**CITY ATTORNEY**

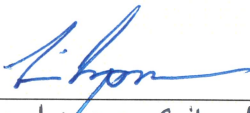
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**APPROVED** by the ~~Council~~ and **SIGNED** by the <sup>City manager</sup> Mayor of The City of Midwest City this 25  
day of July, 2022.

**THE CITY OF MIDWEST CITY**

  
\_\_\_\_\_  
Tim Lyon, City Manager

  
\_\_\_\_\_  
SARA HANCOCK, CITY CLERK



**REVIEWED** for form and legality.

  
\_\_\_\_\_  
DONALD D. MAISCH, CITY ATTORNEY