

**TEMPORARY 90 DAY INTERGOVERNMENTAL COOPERATIVE DETENTION
AGREEMENT**

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

WHEREAS, the Washington County Sheriff ("Sheriff") currently operates and maintains the Washington County Detention Center ("Jail") located at 611 S.W. Adams Blvd, Bartlesville, Oklahoma and;

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

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

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

ARTICLE 1

Definitions

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

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

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

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

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

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

ARTICLE 2

Operations

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

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

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

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

2.4 Nation Access to Jail. The Nation's law enforcement officers, in pursuance of their official duties, as approved by the Nation and as approved by the Sheriff, shall be permitted to enter the Jail at any and all hours for the purpose of conducting official business in the course of the investigative process, including, but not limited to, taking custody and/or removing Tribal Detainees as necessary for official investigations. The Nation assumes responsibility and liability for such Tribal Detainees until their return to the Jail.

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

2.6 Bonds. No Tribal Detainee shall be released on bail except by notice from the Cherokee Nation District Court transmitted to the Sheriff in proper form; or by posting cash or surety bond at the jail under the Jail Operator's current procedures and pursuant to the Nation's bond schedule or the bond listed on the Tribal Detainee's arrest warrant. The Cherokee Nation Bond Schedule to be followed by County is attached as Exhibit A to this Agreement. Jail Operator shall electronically submit copies of any surety bonds to the Cherokee Nation District Court Clerk. The Jail Operator and the Nation's Marshal Service shall develop a mutually agreeable process for the transfer of cash bonds from the Jail to the Nation.

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

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

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

- A. If a person is injured during the course of an arrest by the Nation's law enforcement, Jail Operator will not be responsible for paying any medical costs relating to such injury.
- B. After a Tribal Inmate has been medically screened and accepted for custody by the Jail, the Nation shall bear ultimate responsibility for all medical costs arising from the holding of Tribal Detainees pursuant to this Agreement. County and Nation agree that County will make all reasonable efforts to recover the cost of nonemergency medical treatments from Tribal Detainees pursuant to County's right under Oklahoma law authorizing recovery of medical expenses directly from an inmate, for the daily nonemergency medical expenses pertaining to Tribal Inmates. However, in the event that recovery of medical expenses under Oklahoma law is unavailable, or inapplicable to Tribal Detainees, or if such Tribal Detainees fail to reimburse the County for the cost of such nonemergency medical expenses, Tribal remains wholly liable for the cost of all nonemergency medical expenses provided to all Tribal Detainees. In the event a Tribal Inmate requires emergency medical care not available within the Jail, the Tribal Inmate may be sent outside the Jail at the Nation's expense. The Nation authorizes the Jail Operator to pay all medical and/or laboratory bills related to incarcerated Tribal Inmates and present the Nation with a monthly itemized bill for reimbursement to the County, and agrees that payment of such bills will be made within forty-five days (45) after presentation to the Nation. This Agreement recognizes no party to the Agreement

shall be liable for payment of medical costs relating to any pre-existing medical condition consistent with OKLA. STAT. tit. 19, § 746.

- C. In the event a Tribal Detainee requires emergency medical attention, Jail Operator will make feasible efforts to transport the Tribal Detainee to an IHS emergency medical facility.
- D. Jail Operator will notify the Cherokee Nation Marshal within 24 hours of any medical transport to any outside facility.
- E. This Agreement between the parties with regard to Tribal Inmate medical expenses exists solely and exclusively for the benefit and convenience of the parties; the terms of this Agreement shall not be construed to create any legal right allowing enforcement of its terms for the benefit of any Tribal Inmate or, otherwise establish any Tribal Inmate, any third party or any medical care provider as a beneficiary of this Agreement.

2.10 Fees for Housing of Tribal Inmates. For the housing of its Tribal Inmates, Nation agrees to pay the County a daily rate per inmate of \$43.00 per inmate per day (the "Daily Rate"). Although Jail Operator has no obligation under this Agreement for transportation of Tribal Inmate, Nation further agrees to pay the County the amount agreed in writing between the parties for transportation of Tribal Inmates. If no written agreement exists, Nation shall pay County the hourly rate of \$30.00 per guard for regular hours, and the hourly rate of \$45.00 per-guard for overtime hours, plus mileage reimbursement at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate. This transportation reimbursement is limited to emergency medical care. Payment of the Daily Rate and transportation costs shall not reduce Nation's payment obligation to the County under Section 2.9(B) above. Said Daily Rate shall be paid for every whole day and for any period of time less than a whole day (known as a "partial day") spent by a Tribal Inmate in the Jail. Whole days shall consist of consecutive twenty-four hour time periods running from midnight to midnight of detention following the inmate's book-in day and time, and anything less than a whole day is a partial day.

The Jail Operator shall provide Nation with an invoice showing the name of each Tribal Inmate included in the invoice, day and time such inmate was incarcerated at the Jail, day and time such inmate was released from the Jail, and number of days charged to the Nation for such Tribal Inmate. Nation shall pay the full invoice amount within forty-five (45) days after it is delivered to the Nation, provided however, in the event that the Nation disputes the amount of the invoice Nation shall pay that amount of the invoice not disputed by Nation and notify the County in writing within forty-five (45) days after the invoice is received of the amounts and basis for the dispute pursuant to the Notice provisions in Section 4.2. Other than invoice amounts disputed by Nation pursuant to the foregoing process, delinquent invoice amounts will accrue interest at the rate of one and one-half percent (1½ %) per month or eighteen percent (18%) per annum.

The Jail Operator will transmit a daily list of Tribal Detainees being held on Nation charges to the Cherokee Nation Marshal Service. The list shall include the name, date of birth, and charge on which the Tribal Detainee is being held. The Nation will not be responsible for charges for detainees who are not included on the daily list.

2.12 Monthly Invoicing. The County shall invoice Nation on a monthly basis all costs associated with the housing of its Tribal Inmates in the Jail.

2.13 Invoice Disputes. In the event of a disputed amount pursuant to Section 2.10 or 2.11 above, the Jail Operator shall investigate the disputed amount(s) and provide a response, affirming or correcting the disputed amount to Nation within ten (10) business days of receipt of notice as set forth in Section 2.10. Further, the parties shall confer to attempt to resolve the disputed amount. If resolved prior to mediation, no interest will accrue to any disputed amount(s) and payment for any amount will be made within ten (10) business days of resolution. If the parties are unable to reach a resolution within thirty (30) days of the Jail Operator's response to any disputed amount(s), any party may seek resolution through mediation and Nation shall bear 50% of the cost of such mediation and the County shall bear the remaining 50%. If it is determined by the Mediator that any disputed amounts were properly invoiced, such disputed amounts will accrue interest at the rate of one and one-half percent (1½ %) per month or eighteen percent (18%) per annum from the date of the original invoice.

The parties prefer to mediate the dispute through Dispute Resolution Consultants, Inc. located at 1602 S. Main St., Tulsa, Oklahoma, 74119.

ARTICLE 3

Consideration, Duration of Agreement and Amendments

3.1 Duration of Agreement and Amendments. Unless terminated earlier as provided below, the term of this Agreement shall be effective for ninety (90) days after the date of the final required signature by all parties. This Agreement shall automatically terminate on the ninety-first (91st) day.

3.2 Either party may terminate this agreement for any reason upon giving five (5) days written notice, delivered by certified mail to the other party. Additionally, other forms of written communication, including email, are effective to cancel this agreement if consent to termination is evidence in writing by both parties.

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

ARTICLE 4

Miscellaneous Provisions

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

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

If to Nation: Marshal
Shannon Buhl
PO Box 948
Tahlequah, OK 7446

with a copy to

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

If to County: Board of County Commissioners
Attn: Chairman
400 S. Johnstone, #201
Bartlesville OK 74003

and

District 11 District Attorney's Office
Attn: Kevin D. Buchanan
420 S. Johnstone, #222
Bartlesville OK 74003

and

Washington County Sheriff's
Office Attn: Sheriff
611 S.W. Adams
Bartlesville OK 74003

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


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

4.4 This Agreement is intentionally silent on venue, jurisdiction, and choice of law. Nothing in this agreement shall be construed to waive any sovereign immunity or other defenses of any party. Nothing in this agreement shall be construed to create any liability against any signatory party with respect to any third party claims. Nothing in this agreement shall be construed to create any rights or cause of actions with respect to any third parties.

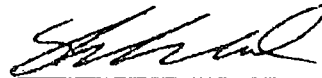
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth immediately below.

AGREEMENT is approved and accepted this 1st day of April, 2021, by:

BOARD OF COUNTY COMMISSIONERS OF CHEROKEE NATION:
Washington COUNTY, STATE OF OKLAHOMA:



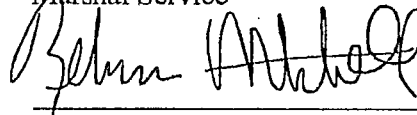
Mike Bouvier, CHAIRMAN



Shannon Buhl, Director,
Marshal Service

4/1/2021

Date



Rebecca Mitchell, CPM
Director of Acquisition Management

4/1/2021

Date





Annette Smith, County Clerk 4-1-21

Approved as to Form:



Kevin D. Buchanan, District Attorney

EXHIBIT A

CHEROKEE NATION BOND SCHEDULE

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

*DOMESTIC ASSAULT AND BATTERY (includes with dangerous weapon, aggravated, strangulation and in the presence of minor children and other heightened degrees of Dom A&B)

*SHOOTING WITH INTENT TO KILL

*VIOLATION OF PROTECTIVE ORDER

*STALKING

*AGGRAVATED DUI of an intoxicating substance

*POSSESSION OF SCHEDULE I OR II CDS

*TRAFFICKING DRUGS (includes Oklahoma, Federal and Tribal Trafficking in Illegal Drug Acts)

*ANY PERSON POSSESSING A VIOLENT FELONY CONVICTION in the last 10 years

*ANY PERSON HAVING 2 OR MORE PRIOR FELONY CONVICTIONS

*APPEAL BOND

*PERSON ON PROBATION, PRETRIAL RELEASE ARRESTED FOR NEW OFFENSE

*ARSON FIRST DEGREE (includes attempts in the first degree)

*ASSAULT AND BATTERY ON A POLICE OFFICER

*BAIL JUMPING in any jurisdiction of the U.S.

*BRIBERY OF A PUBLIC OFFICIAL

*ROBBERY BY FORCE OR FEAR

*ROBBERY W/FIREARM OR DANGEROUS WEAPON DURING COMMISSION OF CRIME

*BURGLARY- FIRST OR SECOND DEGREE

*POSSESSION OF STOLEN VEHICLE

*DISTRIBUTION OF CDS (includes sale or possession of CDS w/intent to distribute or conspiracy to distribute)

*MANUFACTURE OF CDS

*DUI INVOLVING PERSONAL INJURY OR PROPERTY DAMAGE

*POSSESSION OF FIREARM/OTHER OFFENSIVE WEAPON DURING COMMISSION OF CRIME

*RECKLESS CONDUCT WHILE POSSESSING A FIREARM

*SEX OFFENSES

RAPE- FIRST AND SECOND DEGREE includes attempts

LEWD OR INDECENT PROPOSALS TO CHILD UNDER 18

SEXUAL BATTERY

*SEXUAL ASSAULT OR VIOLENT OFFENSES AGAINST CHILDREN

*BIGAMY

*INCEST

*CRIMES AGAINST NATURE

- *INDECENT EXPOSURE
- *OBSCENE MATERIAL-CHILD PORN
- *SOLICITATION OF MINORS
- *ENGAGING IN PROSTITUTION
- *KIDNAPPING
- *EXPLOSIVE DEVICE- possession, manufacture, use or delivery of FOUL, POISONOUS, OFFENSIVE OR INJURIOUS SUBSTANCE

MAJOR CRIMES (18 USCA §1153)

NO BOND CONT.

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

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