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February 18, 2015

Mr. David E. O'Meilia  
City Attorney  
City of Tulsa Legal Department  
172 East 2nd Street  
Tulsa, OK 74103

Re: Detention System Agreement among Tulsa County, City of Tulsa and  
Tulsa County Criminal Justice Authority

Dear David:

The Board of County Commissioners has reviewed and considered the City of Tulsa's February 10, 2015, proposed amendments to the new Detention System Agreement. The County's original approach to negotiating a new Detention System Agreement with the City of Tulsa was to make as few changes as possible to the 2009 Agreement because time was of the essence and the parties had spent many months negotiating through mediation the terms of the '09 Agreement. To that end, many changes advocated by the Sheriff's Office to the 2009 Agreement were intentionally omitted by the County during negotiation of the new Agreement. The County was surprised that the only terms that the City wanted to discuss with the TCCJA negotiating team were the price terms, because, as you know, the BOCC alone determines appropriate costs. Nevertheless, the County participated in good faith and the terms of a new Detention System Agreement, virtually identical to the 2009 Agreement (save and except for the new price), were approved and executed by both the TCCJA and the County following such negotiations.

While the new Detention System Agreement contains a paragraph 4.5 in which the TCCJA and the County "acknowledge that the Tulsa County Sheriff has operated the Detention System since July 1, 2005," this is a matter of agreement between the TCCJA and the County. It is also a matter of fact. The Sheriff is, and has been since 2005, operating the jail pursuant to his constitutional and statutory authority, and because of that, he can't quit; he is not entitled to additional compensation; his successor in office is likewise bound; detention officers are hired pursuant to statute as county employees; the TCCJA is not obligated to develop and implement jail policies and procedures; the TCCJA cannot be held civilly liable for jail operations; and the county's sinking fund stands behind any judgments that may be entered with respect to jail operations.

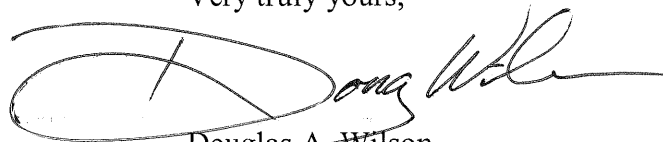
The City's acknowledgement to ¶ 4.5 has been removed, and the City of Tulsa has no right to object to an agreement between the TCCJA and the County. The remainder of that paragraph simply states all parties understand TCSO shall continue to comply with its statutory duties and responsibilities in its operation of the jail. Such a statement is required by the terms of 19 O.S. § 513.2(C). This does not change the fact that the TCCJA can privatize the jail and may be able to hire employees to run the jail itself; however, since 2005 the TCCJA has chosen *neither* of these options.

After the TCCJA negotiating team had concluded its work, and both the County and the TCCJA had approved and executed the new Detention System Agreement, the City now proposes numerous changes to the Agreement, some of which go to the price terms just negotiated by the parties and the majority of which go to the non-price terms negotiated by the parties over the span of many months in 2009. The County objects to the vast majority of the City of Tulsa's proposed amendments. Additionally, if the parties are going to rewrite the 2009 Agreement, in all fairness, the County also has a host of changes it would like to make.

The County believes it is unfair and inappropriate to Mayors Moberly and Ceesay to reconvene the TCCJA negotiating committee to begin negotiation of a new Detention System Agreement from scratch. In addition to their mayoral duties, Mayors Moberly and Ceesay have businesses to attend to. Both of them have already made significant sacrifices to participate on the TCCJA negotiating committee. The County has little reason to believe that continued negotiations will proceed at a pace that will permit the parties to conclude by the time the Agreement is scheduled to expire in June of 2015. After all, ongoing negotiations after the previous Agreement expired approximately eight months ago have simply taken us back to square one. Not only has the City of Tulsa refused to sign the new Detention System Agreement, but it has also refused to sign an extension of the 2009 Agreement (at the new price) until the terms of a new Agreement can be worked out.

The County prefers a contract, and I believe that the TCCJA prefers a contract as well. Contracts help to control costs. We are ready, willing and able to make the new Detention System Agreement available for signature by the City of Tulsa. Despite the City's unwillingness to sign the new Detention System Agreement, the County will continue to house the City's municipal prisoners as long as the City pays the appropriate costs as determined from time to time by the BOCC.

Very truly yours,

A handwritten signature in black ink, appearing to read "Douglas A. Wilson". The signature is fluid and cursive, with a large initial "D" and "W".

Douglas A. Wilson  
Assistant District Attorney