



CV-2026-1121
Palumbo

IN THE DISTRICT COURT IN AND FOR OKLAHOMA COUNTY
STATE OF OKLAHOMA

STATES NEWSROOM d/b/a
OKLAHOMA VOICE,

and

FRONTIER MEDIA GROUP, INC.,

Plaintiffs,

v.

STATE OF OKLAHOMA *ex rel.*
OKLAHOMA DEPARTMENT OF
CORRECTIONS,

Defendant.

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

MAY - 6 2026

RICK WARREN
COURT CLERK

88

Case No.

Hon. Judge

CV - 2026 - 1121

**PETITION FOR RELIEF FOR VIOLATIONS OF THE
OKLAHOMA OPEN RECORDS ACT**

Plaintiffs States Newsroom d/b/a Oklahoma Voice (“Oklahoma Voice”) and Frontier Media Group, Inc. (“The Frontier” collectively, “Plaintiffs,”) bring this action against the State of Oklahoma *ex rel.* Oklahoma Department of Corrections (“ODOC”) pursuant to the Oklahoma Open Records Act (“ORA”), Okla. Stat. tit. 51, §§ 24A.1, *et seq.* In support of this Petition, Plaintiffs state as follows:

PARTIES

1. Plaintiff Oklahoma Voice is a component of States Newsroom, a network of nonprofit media outlets that provide news reporting from all 50 states with a focus on state-level government reportage. Oklahoma Voice is a registered nonprofit under the name States Newsroom d/b/a Oklahoma Voice and makes its content freely available to the public through various mediums, including its website (oklahomavoice.com), social media (@Oklahoma_Voice), and more.

2. Plaintiff Frontier Media Group, Inc. (“The Frontier”) is a nonprofit media 501(c)(3) corporation headquartered in Oklahoma. The Frontier makes its content freely available to the public through various mediums, including its website (readfrontier.org), social media (@readfrontier), and more.

3. Defendant Oklahoma Department of Corrections (“ODOC”) is an executive branch state government agency headquartered in Oklahoma City and governed by the State Board of Corrections. Okla. Stat. Ann. tit. 57, § 505. ODOC is a “public body” subject to the ORA, within the meaning of Okla. Stat. Ann. tit. 51, § 24A.3(2).

JURISDICTION AND VENUE

4. Jurisdiction is proper in this Court as a court of general jurisdiction pursuant to Okla. Const. art. VII, § 7.

5. Venue is proper in Oklahoma County pursuant to Okla. Stat. tit. 12, § 133.

THE OPEN RECORDS LAW

6. The purpose of the ORA is “to ensure and facilitate the public’s right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power.” Okla. Stat. Ann. tit. 51, § 24A.2.

7. The ORA defines records as “all documents including, but not limited to, any book, paper, photograph, microfilm, data files created by or used with computer software, computer tape, disk, record, sound recording, film recording, video record or other material regardless of physical form or characteristic, created by, received by, under the authority of, or coming into the custody, control or possession of public officials, public bodies or their representatives in connection with the transaction of public business, the expenditure of public funds or the administering of public property.” Okla. Stat. Ann. tit. 51, § 24A.3(1).

8. “Unless a record falls within a statutorily prescribed exemption in the [ORA], the record must be made available for public inspection.” *Citizens Against Taxpayer Abuse, Inc. v. City of Oklahoma City*, 2003 OK 65, ¶ 12.

9. “The public body urging an exemption [to disclosure] has the burden to establish the applicability of such exemption.” *Id.*

10. “Because of the strong public policy allowing public access to governmental records,” the ORA’s provisions must be construed “to allow access unless an exception *clearly* applies.” *Okla. Ass’n of Broads., Inc. v. City of Norman*, 2016 OK 119, ¶ 15 (emphasis added).

STATEMENT OF FACTS

11. On October 1, 2025, CoreCivic, Inc. (“CoreCivic”), a Maryland corporation with its principal offices located at 5501 Virginia Way, Brentwood, Tennessee 37027, published a press release announcing that it had been “awarded a new contract under an Intergovernmental Services Agreement (‘IGSA’) between the Oklahoma Department of Corrections (‘OKDOC’) and U.S. Immigration and Customs Enforcement (‘ICE’) to resume operations at the Company’s 2,160-bed Diamondback Correctional Facility, a facility that has been idle since 2010.” A copy of CoreCivic’s press release is attached as **Exhibit 1**.

12. CoreCivic further stated that its “[t]otal annual revenue once the facility is fully activated is expected to be approximately \$100 million.” Ex. 1.

13. Plaintiffs have reported on the contract award and the re-opening of the Diamondback facility. *See, e.g.,* Emma Murphy, *Oklahoma correctional facility to house federal immigration detainees*, Oklahoma Voice (Nov. 17, 2025), <https://bit.ly/4w5lJtI>; Ari Fife, *Watonga confronts economic need and ethical unease over housing ICE detainees*, Frontier (Nov. 17, 2025), <https://perma.cc/F279-AX42>.

14. On October 2, 2025, Frontier reporter Ari Fife, acting on behalf of the Frontier, submitted a records request pursuant to the ORA to the Department seeking “a copy of the contract that CoreCivic entered between the Oklahoma Department of Corrections and U.S. Immigration and Customs Enforcement on Sept. 30, 2025 to resume operations at the Diamondback Correctional Facility” (hereinafter, the “Fife Request”). The Fife Request, along with Ms. Fife’s follow up email correspondence with ODOC, is attached as **Exhibit 2**.

15. On October 6, 2025, an ODOC representative responded by email to the Fife Request, and declined to produce any responsive records and directed Ms. Fife to request the contract from ICE through the Federal Freedom of Information Act (“FOIA”), rather than from ODOC through the ORA, and directed Ms. Fife to <https://www.ice.gov/foia>. Ex. 2.

16. On October 3, 2025, Oklahoma Voice editor Janelle Stecklein, acting on behalf of Oklahoma Voice, submitted a records request pursuant to the ORA to the Department seeking “a copy of any management contracts related to the Diamondback correctional facility” (hereinafter, the “Stecklein Request”). The Stecklein Request, along with Ms. Stecklein’s follow up correspondence with ODOC, is attached as **Exhibit 3**.

17. On October 6, 2025, an ODOC representative responded by email to the Stecklein Request, and declined to produce any responsive records and directed her to request the contract from ICE through FOIA, rather than from ODOC through the ORA, and directed Ms. Stecklein to <https://www.ice.gov/foia>. Ex. 3.

18. Ms. Stecklein then sought to clarify ODOC’s response, asking ODOC in an email to “please cite the provision of Oklahoma law that the Oklahoma Department of Corrections believes allows it to not provide its copy of the management contract that DOC maintains as the management/oversight entity for this facility?” Ex. 3.

19. In an email response to that inquiry, ODOC again declined to provide any responsive records, directing Ms. Stecklein to request the records from ICE. However, ODOC indicated it would “release the management contract between the agency and CoreCivic once it is finished being reviewed by General Counsel for security-sensitive information.” Ex. 3.

20. On November 14, 2025, ODOC produced to Plaintiffs a partial version of the management agreement between ODOC and CoreCivic, Inc. (the “CoreCivic Agreement”). A copy of the partial CoreCivic Agreement, as produced to Plaintiffs, is attached as **Exhibit 4** (hereafter, the “Partial Agreement”).

21. Under the terms of the CoreCivic Agreement, ODOC is an active participant in the contract, including by undertaking to “ensure the transfer and placement of” federal detainees referred by ICE to ODOC at Diamondback Correctional Facility. Ex. 4 at 1 ¶ 2. CoreCivic is, in turn, required to “transport, if necessary, receive and house these federal detainees pursuant to the terms of the ICE IGSA.” *Id.*

22. According to the CoreCivic Agreement, ODOC is further required to receive and remit payments from ICE to CoreCivic, a portion of which CoreCivic is required to pay to ODOC as an administrative fee. Specifically, CoreCivic is required to pay ODOC an “administrative fee of \$833,333.33” per month. Ex. 4 at 2 ¶ 6.

23. Although the CoreCivic Agreement incorporates by reference the IGSA as an exhibit, *see* Ex. 4 at 1 (“the Department has entered into an Intergovernmental Service Agreement (IGSA) with the U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE), a copy of which is attached at Exhibit A and incorporated herein by reference . . .”), ODOC declined to produce any portion of the IGSA when it produced the Partial Agreement.

24. On February 2, 2026, the Public Access Counselor issued an official advisement in response to a complaint submitted by Ms. Fife pursuant to 51 Okla. Stat. tit. 51, § 24.A.40, in which she sought a determination whether ODOC improperly denied her request by directing her to obtain the IGSA from ICE.

25. According to the Public Access Counselor’s advisement, ODOC argued that the IGSA between ODOC and ICE “requires public access requests to be submitted to ICE through its Freedom of Information Act process.”

26. The Public Access Counselor’s advisement concluded (i) that the “contracts between ODOC, CoreCivic, and U.S. Immigration and Customs Enforcement” are “open record[s]” under the ORA; (ii) “that ODOC has not provided any legal basis to deny public access” to those records; and (iii) “a contractual provision, without more, is not a valid basis to refuse to produce an otherwise open record.” The Public Access Counselor’s official advisement is attached hereto as **Exhibit 5**.

27. On February 3, 2026, counsel for Plaintiffs issued a litigation notice to Defendant pursuant to Okla. Stat. tit. 51, § 24A.17(C) stating an intent to pursue litigation to obtain the complete, unredacted CoreCivic Agreement between ODOC and CoreCivic and the IGSA contract between ODOC and ICE, which was incorporated by reference and attached as an exhibit to the original CoreCivic Agreement. *See Ex. 4 at 1*. This matter has been filed at least ten (10) business days following said notice.

28. On February 4, 2026, ODOC counsel Kari Hawkins responded via email to Plaintiffs’ litigation notice by citing Okla. Stat. tit. 51, § 24.A.13, and by arguing that ODOC is “not compelled by law to independently release the IGSA if such release would disclose information that ICE—the other contracting party—would deem confidential under FOIA.” Ms.

Hawkins further argued that “The ODOC is not required or authorized to make FOIA redactions on behalf of ICE.” Ms. Hawkin’s email is attached hereto as **Exhibit 6**.

29. To date, ODOC has not produced the IGSA to Plaintiffs in any form, redacted or otherwise.

CAUSE OF ACTION

Count I:

Violation of the Open Records Act for Unlawful Withholding

Intergovernmental Services Agreement (IGSA) as incorporated into CoreCivic Agreement

30. The allegations contained in all preceding paragraphs are re-alleged and asserted herein.

31. The unredacted IGSA is incorporated by reference and attached to the CoreCivic Agreement and is therefore responsive to both the Fife and Stecklein Requests.

32. ODOC maintains custody, control, and/or possession of the unredacted IGSA.

33. There is no legal basis for Defendant’s failure or refusal to disclose the IGSA.

34. The IGSA is not exempt from the ORA’s disclosure mandate because the IGSA is not a “[r]ecord[] coming into the possession of a public body from the federal government” or a “record[] generated or gathered as a result of federal legislation” within the meaning of Okla. Stat. tit. 51, § 24A.13. Instead, the IGSA is an agreement between ODOC and ICE, which ODOC affirmatively negotiated, executed, and then incorporated into a separate agreement between ODOC and CoreCivic, a private corporation.

35. Even if the IGSA fell within the category of records coming “into the possession of [ODOC] from the federal government” or “generated or gathered as a result of federal legislation” within the meaning of Okla. Stat. tit. 51, § 24A.13, that would not justify ODOC’s refusal to produce it.

36. Okla. Stat. tit. 51, § 24A.13 only permits a public body to withhold a record which qualifies for the exemption “to the extent required by federal law.”

37. As “[t]he public body urging an exemption [to disclosure],” ODOC “has the burden to establish the applicability of such exemption,” *Citizens Against Taxpayer Abuse, Inc.*, 2003 OK 65, ¶ 12, including by demonstrating that confidentiality is “required by federal law” under Okla. Stat. tit. 51, § 24A.13.

38. To date, ODOC has not cited any provision of federal law that requires any portion of the IGSA to be “kept confidential” and exempt from the ORA’s disclosure mandate.

39. ODOC’s representation that ICE may consider certain information in the IGSA “confidential under FOIA” is not sufficient to carry its burden of demonstrating that confidentiality is “required by federal law” under Okla. Stat. tit. 51, § 24A.13. That is because “the exemptions to the FOIA are permissive rather than mandatory,” *Mead Data Cent., Inc. v. U.S. Dep’t of Air Force*, 566 F.2d 242, 258 (D.C. Cir. 1977), and in any event, none of FOIA’s statutory exemptions apply to the IGSA or any portion of it.

40. ODOC has violated the ORA by unlawfully refusing to produce the unredacted IGSA and will continue to be in violation of the ORA absent declaratory and injunctive relief from this Court.

RELIEF REQUESTED

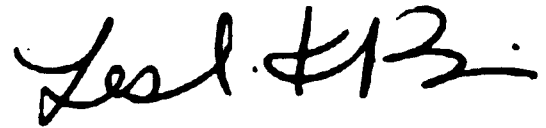
WHEREFORE, Plaintiffs respectfully request from this Court:

- (1) A declaratory judgment that the records and information requested by Plaintiffs are public records as defined by Okla. Stat. Ann. tit. 51, § 24A.3;
- (2) An injunction commanding Defendant to permit the inspection and copying of certain public records in its custody or control pursuant to Okla. Stat. Ann. tit. 51, § 24A.5;

- (3) An award of reasonable attorney fees pursuant to Okla. Stat. Ann. tit. 51, § 24A.17(A)(2);
- (4) Costs of suit pursuant to Okla. Stat. Ann. tit. 12, § 927; and
- (5) Such other and further relief as the Court deems just and proper.

Dated: May 6, 2026

Respectfully submitted,



Leslie Briggs, OBA 33845
Staff Attorney
REPORTERS COMMITTEE FOR
FREEDOM OF THE PRESS
P.O. Box 471094
Tulsa, OK 74147
P: (918) 850-8792
lbriggs@rcfp.org
Counsel for Plaintiff

Exhibit 1



CoreCivic Announces New Contract Award At Diamondback Correctional Facility

October 1, 2025

 [PDF Version](#)

Estimated Annual Revenue From Contracts Signed In The Third Quarter of 2025 To Activate Idle Facilities Increases to \$325 Million

BRENTWOOD, Tenn., Oct. 01, 2025 (GLOBE NEWSWIRE) -- **CoreCivic, Inc. (NYSE: CXW)** ("CoreCivic") announced today that it has been awarded a new contract under an Intergovernmental Services Agreement ("IGSA") between the Oklahoma Department of Corrections ("OKDOC") and U.S. Immigration and Customs Enforcement ("ICE") to resume operations at the Company's 2,160-bed Diamondback Correctional Facility, a facility that has been idle since 2010.

The new contract commences on September 30, 2025, for a term of five years, and may be extended through bilateral modification. The agreement provides for a fixed monthly payment plus an incremental per diem payment based on detainee populations. Total annual revenue once the facility is fully activated is expected to be approximately \$100 million. We expect to begin receiving detainees in the first quarter of 2026, with the full ramp estimated to be complete in the second quarter of 2026.

Damon T. Hininger, CoreCivic's Chief Executive Officer, commented, "We are pleased to expand our relationship with OKDOC while providing ICE with critical infrastructure capacity at our Diamondback Correctional Facility. While this facility has been idle since 2010, we have made investments to help ensure a seamless reactivation in the event of a new contract. Further, we expect to invest an additional \$13 million over the next several quarters for renovations requested by ICE."

Patrick D. Swindle, CoreCivic's President and Chief Operating Officer, added, "Including the new contract awards at three of our other facilities previously announced during the third quarter of 2025, we have signed new contracts aggregating 6,353 beds across our four facilities, all of which were idle at the beginning of the year, with approximately \$325 million of annual revenue once the facilities are fully activated. Reactivating the Diamondback facility is another step towards realizing the growth potential of the Company."



CoreCivic is a diversified, government-solutions company with the scale and experience needed to solve tough government challenges in flexible, cost-effective ways. We provide a broad range of solutions to government partners that serve the public good through high-quality corrections and detention management, a network of residential and non-residential alternatives to incarceration to help address America's recidivism crisis, and government real estate solutions. We are the nation's largest owner of partnership correctional, detention and residential reentry facilities, and one of the largest operators of such facilities in the United States. We have been a flexible and dependable partner for government for more than 40 years. Our employees are driven by a deep sense of service, high standards of professionalism and a responsibility to help government better the public good. Learn more at www.corecivic.com.

Cautionary Note Regarding Forward-Looking Statements

This press release includes statements as to our beliefs and expectations of the outcome of future events that are forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995, as amended. These forward-looking statements may include such words as "anticipate," "estimate," "expect," "project," "plan," "intend," "believe," "may," "will," "should," "can have," "likely," and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events. Such forward-looking statements may be affected by risks and uncertainties in CoreCivic's business and market conditions. These forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from the statements made. Important factors that could cause actual results to differ are described in the filings made from time to time by CoreCivic with the Securities and Exchange Commission ("SEC") and include the risk factors described in CoreCivic's Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed with the SEC on February 21, 2025. Except as required by applicable law, CoreCivic undertakes no obligation to update forward-looking statements made by it to reflect events or circumstances occurring after the date hereof or the occurrence of unanticipated events.

Contact: Investors: Jeb Bachmann - Managing Director, Investor Relations - (615) 263-3024
Media: Steve Owen – Vice President, Communications - (615) 263-3107





Exhibit 2



Fwd: Open Records Request - ICE Contract

Ari Fife <ari@readfrontier.com>
To: Leslie Briggs <lbriggs@rcfp.org>

Fri, Oct 31, 2025 at 9:47 AM

----- Forwarded message -----
From: **Jared Smith** <Jared.Smith@doc.ok.gov>
Date: Mon, Oct 6, 2025 at 12:28 PM
Subject: Open Records Request - ICE Contract
To: ari@readfrontier.com <ari@readfrontier.com>

Good Day Ms. Fife,

We received the records request below. The records responsive can be requested here:
<https://www.ice.gov/foia>

Have a great day!

Respectfully,

Jared Smith | Division Support Coordinator
Office of General Counsel | Department of Corrections
405-425-7085
oklahoma.gov | oklahoma.gov/doc

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From: Smartsheet Automation <automation@app.smartsheet.com>
Sent: Thursday, October 2, 2025 11:21 AM
To: Jared Smith <Jared.Smith@doc.ok.gov>
Subject: [EXTERNAL] Changes to OPEN RECORDS REQUEST: Ari Fife



Changes to OPEN RECORDS REQUEST: Ari Fife

 OPEN RECORDS REQUEST

Details

Changes since 10/2/25, 9:19 AM

1 row added , 1 row changed

1 row added or updated (shown in yellow)

Row 1850

Row ID 1896

Status Not Started

Date 10/02/25, 9:21 AM

Is this a media request? Yes

Purpose of Request

Requestor Name Ari Fife

Company

Media Affiliation The Frontier

Address 18 N. Klein Avenue

City Oklahoma City

State Oklahoma

Zip Code 73106

Email ari@readfrontier.com

Phone +1 (405) 517-2847

Information Requested I'm requesting a copy of the contract that CoreCivic entered between the Oklahoma Department of Corrections and U.S. Immigration and Customs Enforcement on Sept. 30, 2025 to resume operations at the Diamondback Correctional Facility.

Acknowledgement

Completed by

Date Completed

Days to Completion

Medical Request

Changes made by web-form@smartsheet.com, automation@smartsheet.com

You are receiving this email because you are subscribed to a workflow "Media Request" (ID# 8227843684493188) on sheet OPEN RECORDS REQUEST

Exclude your changes from all notifications | Unsubscribe

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Exhibit 3

From: Janelle Stecklein jstecklein@oklahomavoice.com
Subject: Re: [EXTERNAL] Open Records Request - ICE Contract
Date: October 8, 2025 at 12:14 PM
To: Kay Thompson kay.thompson@doc.ok.gov
Cc: Jared Smith Jared.Smith@doc.ok.gov

Hi Kay,

To be clear, DOC is currently working with ICE to make those redactions so that my state records request can be fulfilled? Is that correct?

Thanks!
-Janelle

Janelle Stecklein
Editor Oklahoma Voice
jstecklein@oklahomavoice.com
Cell: 405-861-2280
Website: oklahomavoice.com

On Oct 8, 2025, at 12:09 PM, Kay Thompson <kay.thompson@doc.ok.gov> wrote

Hi Janelle,

The IGSA is a federal contract that is subject to FOIA. Any questions can be directed to ICEMedia@ice.dhs.gov about the IGSA. The CoreCivic Agreement will be released once all necessary redactions have been completed. Your request for that is still open and pending.

Respectfully,
Kay Thompson | Chief
Public Relations | Department of Corrections
p. 405-425-2331 | c. 405-212-7578
Oklahoma.gov | Oklahoma.gov/DOC

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<image001.png>

From: Janelle Stecklein <jstecklein@oklahomavoice.com>
Date: Monday, October 6, 2025 at 3:36 PM
To: Kay Thompson <kay.thompson@doc.ok.gov>
Cc: Jared Smith <Jared.Smith@doc.ok.gov>
Subject: Re: [EXTERNAL] Open Records Request - ICE Contract

So to be clear, I'm being asked to obtain a state record from ICE?

Asking for clarity because the website link makes it look like DOC is sending me to ICE to obtain a copy of a state management contract.

Thanks!
-Janelle

Janelle Stecklein
Editor Oklahoma Voice
jstecklein@oklahomavoice.com
Cell: 405-861-2280
Website: oklahomavoice.com

On Oct 6, 2025, at 2:11 PM, Kay Thompson <kay.thompson@doc.ok.gov> wrote:

Hi Janelle,

We are not denying your request. A copy of the contract between ODOC and ICE must be requested at the link provided by Jared. We will release the management contract between the agency and CoreCivic once it is finished being reviewed by General Counsel for security-sensitive information.

Respectfully,
Kay Thompson | Chief
Public Relations | Department of Corrections
p. 405-425-2331 | c. 405-212-7578
Oklahoma.gov | Oklahoma.gov/DOC

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<image002.png>

From: Janelle Stecklein <jstecklein@oklahomavoice.com>
Date: Monday, October 6, 2025 at 2:07 PM
To: Jared Smith <Jared.Smith@doc.ok.gov>
Cc: Kay Thompson <kay.thompson@doc.ok.gov>
Subject: [EXTERNAL] Re: Open Records Request - ICE Contract

Hi Jared,

I don't see the contract at the website link you provided, though I may be overlooking it.

In any case, can you please cite the provision of Oklahoma law that the Oklahoma Department of Corrections believes allows it to not provide its copy of the management contract that DOC maintains as the management/oversight entity for this facility?

I consider DOC's refusal to provide a copy of the contract a denial of my request.

Thanks!
-Janelle

Janelle Stecklein
Editor Oklahoma Voice
jstecklein@oklahomavoice.com
Cell: 405-861-2280
Website: oklahomavoice.com

On Oct 6, 2025, at 12:28 PM, Jared Smith <Jared.Smith@doc.ok.gov> wrote:

Good Day Ms. Stecklein,

We received the records request below. The records responsive can be requested here: <https://www.ice.gov/foia>
Have a great day!

Respectfully,

Jared Smith | Division Support Coordinator
Office of General Counsel | Department of Corrections
405-425-7085
oklahoma.gov | oklahoma.gov/doc

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<image001.png>

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From: Smartsheet Automation <automation@app.smartsheet.com>
Sent: Friday, October 3, 2025 11:18 AM
To: Jared Smith <Jared.Smith@doc.ok.gov>
Subject: [EXTERNAL] Changes to OPEN RECORDS REQUEST: Janelle Stecklein



Changes to OPEN RECORDS REQUEST: Janelle Stecklein

OPEN RECORDS REQUEST

Details

Changes since 10/3/25, 9:16 AM

1 row added , 1 row changed

1 row added or updated (shown in yellow)

Row 1860

Row ID 1906

Status Not Started

Date 10/03/25, 9:18 AM

Is this a media request? Yes

Purpose of Request

Requestor Name Janelle Stecklein

Company

Media Affiliation Oklahoma Voice

Address 312 NE 28th St. Suite 105

City Edmond

State Oklahoma

Zip Code 73034

Email jstecklein@oklahomavoice.com

Phone +1 (405) 861-2280

Information Requested A copy of any management contracts related to the Diamondback correctional facility. If you have any questions about this request or need it narrowed, please let me know. Also, as a journalist working for the public good, we request any fees be waived. Should there be any fees, please contact me before performing any work.

Acknowledgement

Completed by

Date Completed

Days to Completion

Medical Request

Changes made by web-form@smartsheet.com, automation@smartsheet.com

You are receiving this email because you are subscribed to a workflow "Media Request" (ID# 8227843684493188) on sheet [OPEN RECORDS REQUEST](#).
[Exclude your changes from all notifications](#) | [Unsubscribe](#)
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Exhibit 4

Management Agreement
between the
State of Oklahoma Department of Corrections
and
CoreCivic, Inc.

THIS Agreement (the "Agreement") is made and entered into by and between the State of Oklahoma, Department of Corrections, a state agency with its headquarters located at 4345 N. Lincoln Boulevard, Oklahoma City, OK 73105 (the "Department") and CoreCivic, Inc. (CoreCivic), a Maryland corporation with its principal offices located at 5501 Virginia Way, Brentwood, Tennessee 37027.

WHEREAS, the Department has entered into an Intergovernmental Service Agreement (IGSA) with the U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE), a copy of which is attached at Exhibit A and incorporated herein by reference, which allows it to manage the housing of federal detainees; and

WHEREAS, CoreCivic is a private entity that has an ownership interest in the Diamondback Correctional Facility (Facility) located in Watonga, Oklahoma, and has the skills, training, and desire to operate and provide housing for federal detainees at the Facility; and

WHEREAS, the Department desires CoreCivic to provide housing for federal detainees at the Facility pursuant to the IGSA; and

WHEREAS, the State of Oklahoma will benefit from CoreCivic's housing of the federal government's detainees at the Facility through the creation of approximately 400 jobs, the payment of applicable property taxes, utility revenues and the payments called for in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, CoreCivic and the Department hereby agree as follows:

1. The Department has entered into the ICE IGSA for services referenced therein to be provided at the Facility.
2. Federal detainees shall be referred by ICE to the Department for housing pursuant to the terms of the ICE IGSA. The Department shall ensure the transfer and placement of these detainees at the Facility. CoreCivic shall transport, if necessary, receive and house these federal detainees pursuant to the terms of the ICE IGSA. CoreCivic shall not house detainees at the Facility under any other agreements while the ICE IGSA is in effect unless approved by the Department.
3. For every federal detainee placed at the Facility by the Department, CoreCivic shall


provide services in compliance with the terms of the ICE IGSA, which is incorporated into this Agreement by reference and attached hereto at Exhibit A.

4. As administrator of the contract, the Department's designee shall have access at all times, with or without notice, to detainees, staff and all areas of the Facility. CoreCivic shall provide office space, equipment and furnishings for the Department's contract administrator at the Facility. The Department's administrator or designee may inspect or copy any records (including surveillance or body camera footage) relating to the Facility and CoreCivic's performance, including detainee, facility maintenance, personnel and training records. Any records obtained from the Facility or CoreCivic will be subject to applicable privacy and confidentiality laws. Other Department staff shall have access to the Facility and the above-referenced records when necessary to the performance of their duties under the ICE IGSA. CoreCivic shall provide the Department a copy of any audits conducted by ICE, to include any corresponding corrective action plans. Notwithstanding any provision herein to the contrary, all access provided to the Department under this provision shall be subject to the terms of the ICE IGSA.
5. The Department shall receive a monthly administrative fee of \$833,333.33 to monitor CoreCivic's compliance and perform other administrative functions under the terms of the ICE IGSA. If this Agreement is terminated prior to the expiration of any month for which the administrative fee has been paid, the Department shall refund the balance of the administrative fee to CoreCivic, on a pro-rated basis. The refund shall be due within thirty (30) days of the termination of the Agreement.
6. CoreCivic shall submit monthly invoices directly to ICE with a copy being submitted to the Department simultaneously. CoreCivic agrees to timely submit to ICE and the Department all documentation required for payment, as identified in the ICE IGSA. If CoreCivic is not permitted to submit monthly invoices directly to ICE, the Department agrees to timely submit the invoices to ICE with a copy to CoreCivic. Payment due under the IGSA shall be received by the Department from ICE and remitted to CoreCivic within thirty (30) days of receipt, less the monthly administrative fee of \$833,333.33. CoreCivic waives any claim for payment against the Department in the event that the Department does not receive the invoiced funds from ICE.
7. The Department shall immediately notify CoreCivic of any proposed amendments to the terms of the ICE IGSA and any other correspondence received from ICE regarding the ICE IGSA. CoreCivic shall then immediately inform the Department if it would be unable to fulfill the terms of this agreement should the proposed amendments be approved or if it is otherwise unable to agree to the terms of the proposed amendment without further revision. The Department and CoreCivic shall mutually cooperate in facilitating the resolution of proposed modifications to the ICE IGSA.

8. CoreCivic is not obligated to house federal detainees at the Facility if the ICE IGSA is changed without its advance written approval.
9. Should CoreCivic's costs of housing detainees or to otherwise perform under the ICE IGSA necessitate an increase in per diem or other pricing it receives from ICE under the existing terms of the ICE IGSA, CoreCivic shall provide all documentation necessary and appropriate to evaluate its request, and the Department shall provide all necessary and reasonable cooperation in pursuit of the increase. However, any such increase in the per diem is contingent upon approval by ICE.
10. CoreCivic shall indemnify, defend and hold harmless the State of Oklahoma, the Department and its officers and employees from liability and any claims, suits, judgments and damages to the extent such claims, suits, judgments and damages arise as a result of CoreCivic's acts and/or omissions in the performance of this Agreement or the ICE IGSA.
 - (a) Nothing herein shall be construed to require CoreCivic to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs or losses arising from the acts or omissions solely and directly attributable to the State of Oklahoma, its departments, its officers, agents or employees.
 - (b) Neither shall anything herein be construed to require CoreCivic or the Department to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs, or losses arising from any Habeas Corpus action or other action challenging the validity of the detention, conviction or sentence.
11. The term of this Agreement shall commence on the effective date of the ICE IGSA and end at the expiration of the ICE IGSA. The term of this Agreement may be extended upon amendment of the ICE IGSA or incorporation of a subsequent IGSA.
12. Either party may terminate this Agreement for convenience upon sixty (60) days written notice to the other party.
13. The provisions of this Agreement are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person or entity, including, but not limited to, detainees held pursuant to the ICE IGSA.
14. This Agreement shall not be altered, changed, or amended except in writing signed by CoreCivic and the Department.
15. This Agreement incorporates all the agreements, covenants, and understandings between the parties. No prior contract or understandings, verbal or otherwise, of the parties and/or their agents shall be valid or enforceable unless embodied in this Agreement.

16. The laws of the State of Oklahoma and applicable rules and regulations, including the Oklahoma Governmental Tort Claims Act, shall be applied to the interpretation, execution and enforcement of this Agreement. Oklahoma County, Oklahoma shall be the venue in the event that any action is filed to enforce or interpret any term, provision or condition of this Agreement.
17. CoreCivic agrees to carry insurance in an amount not less than \$1,000,000 per occurrence with an annual aggregate of \$2,000,000 and a total umbrella liability of \$5,000,000. Coverage must include conditions of confinement claims, medical and professional liability as well as defense coverage. CoreCivic agrees to carry Worker's Compensation insurance with a coverage limit of \$1,000,000 per accident or disease per employee, with a \$5,000,000 annual aggregate. CoreCivic shall annually provide the Department with a current certificate of insurance.
18. CoreCivic and its employees and agents, in the performance of the duties contemplated by this Agreement, shall assume the position of Independent Contractor with respect to the Oklahoma Department of Corrections and the State of Oklahoma. CoreCivic is not an agent or employee of the Oklahoma Department of Corrections or the State of Oklahoma.
19. All notices sent pursuant to this Agreement shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by email, or (d) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

Department: Justin Farris
Director
Oklahoma Department of Corrections
4345 N. Lincoln Boulevard
Oklahoma City, OK 73105
Justin.Farris@doc.ok.gov

CoreCivic: Cole Carter
General Counsel
CoreCivic
5501 Virginia Way
Suite 110
Brentwood, TN 37027


20. No waiver of any breach of the terms or conditions of this Agreement shall be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding

unless the same shall be in writing signed by the party charged.

21. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, tornados, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, laws, rules, regulations, court orders and executive orders. This provision shall become effective only if the party failing to perform expeditiously notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
22. CoreCivic and the Department each warrant and represent that the party signing the Agreement on its behalf has the authority to enter into the Agreement and to bind CoreCivic and the Department, respectively, to the terms, conditions and covenants contained herein.
23. The Department shall have the option to purchase or lease the Facility prior to CoreCivic selling or leasing it to any third party.


STATE OF OKLAHOMA
DEPARTMENT OF CORRECTIONS



Director

Date September 25, 2025

CORECIVIC, INC.



Natasha Metcalf-McGee
Deputy General Counsel, VP Contracts

Date September 26, 2025

Exhibit 5



OFFICE OF THE ATTORNEY GENERAL
STATE OF OKLAHOMA

February 2, 2026

Via email

Oklahoma Department of Corrections
c/o Kari Hawkins, General Counsel
(kari.hawkins@odoc.ok.gov)

Re: Public Access Counselor Advisement – Complaint No. 2025-63

Dear Counsel,

This is an official advisement regarding the above-referenced complaint (“Complaint”) submitted to this office pursuant to 51 O.S.Supp.2025, § 24A.40. The Public Access Counselor (“PAC”) received the Complaint on October 16, 2025 from Ari Fife, a journalist with The Frontier. The Complaint alleges that the Oklahoma Department of Corrections (“ODOC”) improperly denied a request under the Oklahoma Open Records Act (“ORA”) for a copy of the contract(s) (“Contract”) between ODOC, CoreCivic, and U.S. Immigration and Customs Enforcement (“ICE”) to reopen the Diamondback Correctional Facility. According to the Complaint, ODOC advised Ms. Fife that she would have to obtain the records from ICE.

Per the terms of 51 O.S.Supp.2025, § 24A.40(F), I conducted an initial review and determined the Complaint warranted a response from ODOC. In its response, ODOC argues that the Contract requires public access requests to be submitted to ICE through its Freedom of Information Act process.

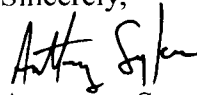
Upon review of the records provided by ODOC and consideration of ODOC’s response, I have determined the following:

1. There is no dispute that the Contract is a record, as defined by the ORA, that must be accessible to the public unless otherwise exempt by the ORA or other legal authority.
2. ODOC has not claimed that any provision of the ORA provides such an exemption, nor has it pointed to any other relevant provision of state or federal law or holding of any court that would justify its withholding of the Contract. Rather, ODOC relies solely on the terms of the Contract to redirect ORA requests to ICE.
3. A contractual provision, without more, is not a valid basis to refuse to produce an otherwise open record. As stated by the Oklahoma Court of Civil Appeals in *Ross vs.*

City of Owasso, “allow[ing] public bodies to ‘contract around’ the Act would eviscerate the legislative intent.” 2017 OK CIV APP 4, ¶ 8, 389 P.3d 396, 399. *See also* 2023 OK AG 1.

Based on the information available to me at this time, I conclude that the Contract is an open record under 51 O.S.Supp.2025, § 24A.3 and that ODOC has not provided any legal basis to deny public access. ODOC’s options upon receiving this advisement are set forth in 51 O.S.Supp.2025, § 24A.40(G). If you have any questions, please do not hesitate to contact me at (405) 522-2771 or by email at opengov@oag.ok.gov.

Sincerely,



ANTHONY SYKES

*Assistant Attorney General
Public Access Counselor*

cc: Ari Fife (*via email*)

Exhibit 6



Allyson Veile <aveile@rcfp.org>

Re: ORA Denial to the Frontier and Oklahoma Voice (DOC/ICE IGSA + CoreCivic Contract)

Kari Hawkins <kari.hawkins@doc.ok.gov>

Wed, Feb 4, 2026 at 7:35 PM

To: Leslie Briggs <lbriggs@rcfp.org>, Anthony Sykes <Anthony.Sykes@oag.ok.gov>

Cc: Beth Soja <esoja@rcfp.org>, Lisa Zycherman <lzycherman@rcfp.org>, Eric Feder <efeder@rcfp.org>, Allyson Veile <aveile@rcfp.org>

Good evening, Leslie. Please note that the ODOC has not denied your clients' ability to obtain the IGSA. You have merely been asked to request it from ICE through the FOIA process. The IGSA was created by and originated with ICE and contains ICE-equities. It is therefore a federal record and thus subject to FOIA laws in addition to any applicable state statutes under the ORA. ICE and the ODOC are accordingly authorized, under federal *and* state disclosure laws, to keep certain aspects of the agreement confidential.

As to the logistics of releasing the agreement, the ODOC, as a party to the agreement, is not compelled by law to independently release the IGSA if such release would disclose information that ICE - the other contracting party - would deem confidential under FOIA. See 51 O.S. § 24A.13. This agency has been advised that releasing the agreement would, in fact, disclose information that ICE deems subject to redactions under FOIA. Consequently, ICE must be allowed to redact the agreement. The ODOC is not required or authorized to make FOIA redactions on behalf of ICE. Specifically, ICE has the right to redact the IGSA in the manner it determines is necessary and consistent with FOIA prior to its disclosure, and the ORA does not ask the ODOC to supplant ICE's authority to do so. It is thus legally untenable to suggest that the ODOC can release the IGSA independent of ICE. Additionally, there is no identifiable legal authority that precludes the ODOC from deferring to ICE on the redactions it deems applicable under FOIA, particularly since the IGSA was created by ICE. Clearly, 51 O.S. § 24A.13 seems to contemplate this very scenario.

To the extent that you believe the ODOC must obtain the FOIA-redacted agreement on your behalf from ICE, the ORA does not require this agency to obtain records from third parties in order to respond to an ORA.

In closing, the ODOC again recommends that you submit your request for the IGSA to ICE via the FOIA portal. It is our understanding that past requests submitted in this manner have already been completed. We would therefore reiterate that neither ICE nor the ODOC has taken the position that the IGSA is not subject to disclosure. We respect and appreciate the Attorney General's position in the PAC Advisement and hope this response clarifies our position. Thank you as always.

Respectfully,

Kari Hawkins

From: Leslie Briggs <lbriggs@rcfp.org>
Sent: Tuesday, February 3, 2026 10:33 AM
To: Kari Hawkins <kari.hawkins@doc.ok.gov>; Anthony Sykes <Anthony.Sykes@oag.ok.gov>
Cc: Beth Soja <esoja@rcfp.org>; Lisa Zycherman <lzycherman@rcfp.org>; Eric Feder <efeder@rcfp.org>; Allyson Veile <aveile@rcfp.org>
Subject: [EXTERNAL] Re: ORA Denial to the Frontier and Oklahoma Voice (DOC/ICE IGSA + CoreCivic Contract)

Ms. Hawkins,

You are now in possession of an advisement by the Attorney General's office directing ODOC to release "contract(s)...between ODOC, CoreCivic, and U.S. Immigration and Customs Enforcement ("ICE") to reopen the Diamondback Correctional Facility." A copy of the PAC Advisement is attached here for your reference.

My clients, the Frontier Media Group, Inc. and States Newsroom d/b/a Oklahoma Voice renew their demand for immediate release of the unredacted management contract between DOC and CoreCivic and the IGSA contract between DOC and ICE as described in our correspondence sent December 18, 2025. A copy of this correspondence is also attached for your reference.

Deputy Attorney General Sykes is cc'ed here and this email serves as our written notice of litigation pursuant to 51 O.S. 24A.17(C).

We expect immediate release of the contracts, given the requests by my clients were made in October 2025.

Regards,
Leslie

On Mon, Jan 12, 2026 at 10:02AM Leslie Briggs <lbriggs@rcfp.org> wrote:
Kari,

Our letter dated December 18, 2025 requested that the contracts be released by January 8, 2026. I have not heard from you as to DOC's position on the release.

If I do not hear from you by January 16, 2026, I will consider the possibility of a pre-litigation resolution to this matter closed by DOC.

Thank you,
Leslie

On Thu, Dec 18, 2025 at 11:10AM Leslie Briggs <lbriggs@rcfp.org> wrote:
Kari,

Please see attached correspondence on behalf of my clients, the Oklahoma Voice and The Frontier regarding access to the ICE/DOC IGSA and the CoreCivic management agreement.

I look forward to your response.

Thank you,
Leslie

--



Leslie Briggs (*she/her*)
Oklahoma LLI Attorney
1156 15th St. NW, Suite 1020 • Washington DC 20005
lbriggs@rcfp.org • 918-255-0060

Need legal help? **Contact the RCFP Legal Hotline.**

--



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