

IN THE TULSA COUNTY DISTRICT COURT
STATE OF OKLAHOMA

GARRETT YALCH, an individual, and	)	
THE FRONTIER MEDIA GROUP, INC.	)	
a domestic not for profit corporation,	)	
	)	
Plaintiffs,	)	Case No.
	)	
v.	)	Hon. Judge
	)	
THE CITY OF TULSA, a	)	
municipality and political subdivision,	)	
	)	
and	)	
	)	
UNIVERSAL PROTECTION	)	
SERVICES, LP d/b/a ALLIED	)	
UNIVERSAL SECURITY	)	
SERVICES, a foreign for-profit corporation,	)	
	)	
Defendants.	)	

PETITION FOR RELIEF FROM VIOLATIONS OF THE OPEN RECORDS ACT,
OKLA. STAT. TIT. 51, § 24A.1, et seq.

Plaintiffs Garrett Yalch, a journalist, and the Frontier Media Group, Inc. (the “Frontier”), a non-profit investigative media outlet, bring this action against the City of Tulsa and Universal Protection Services, LP d/b/a Allied Universal Security Services for improper denial of access to public records pursuant to the Open Records Act (“ORA”), Okla. Stat. tit. 51, § 24A.1, *et seq.* In support of their Petition, Mr. Yalch and the Frontier state as follows:

PARTIES

1. Plaintiff Garrett Yalch is an investigative reporter for the Frontier. He covers statewide issues including criminal justice and labor issues. Mr. Yalch is a resident of Tulsa County.

2. Plaintiff the Frontier Media Group, Inc. is a nonprofit, 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), Twitter (@readfrontier), and more.

3. Defendant City of Tulsa (the “City”) is a municipality and political subdivision within the state of Oklahoma and situated in Tulsa County. The City is capable of being sued pursuant to Okla. Stat. tit. 11, § 22-101. The City is also a “public body” subject to the ORA pursuant to Okla. Stat. tit. 51, § 24A.3(2).

4. Defendant Universal Protection Services, LP d/b/a Allied Universal Security Services (“Allied Universal”) is a foreign for-profit corporation doing business within the state of Oklahoma. Allied Universal is a public body subject to the ORA under the plain language of the statute defining a “public body” as an entity “supported in whole or in part by public funds or entrusted with . . . administering or operating public property.” Okla. Stat. tit. 51, § 24A.3(2).

JURISDICTION AND VENUE

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

6. Venue is proper in Tulsa County pursuant to Okla. Stat. tit. 12, § 133.

STATEMENT OF FACTS

Facts Relevant to Both Requests

7. The Tulsa Municipal Jail (referred to herein as the “Municipal Jail,” and, when quoting from the contract described in paragraph 9, the “Facility”) is a “lockup facility” as defined by Okla. Stat. tit. 74, § 192.1(23).

8. The Tulsa Police Department (“TPD”), a department within the City of Tulsa, is responsible for overseeing Municipal Jail operations.

9. The City has entered a contract with Allied Universal titled “Agreement for Lockup Facility Operations and Management Services” (“Tulsa Jail Contract”) regarding the daily operations of the Municipal Jail by Allied Universal, subject to the oversight and control of TPD. A copy of the contract between Allied Universal and the City (the “Tulsa Jail Contract”) is attached as Exhibit 1.

10. Pursuant to the Tulsa Jail Contract, Allied Universal is the operator of the Municipal Jail, under the direction and control of the City.

11. The Tulsa Jail Contract provides for the exercise of control and oversight of the operation of the Municipal Jail by the City, even as Allied Universal is tasked with the daily operation of the Facility. *See* Exhibit 1.

12. The Tulsa Jail Contract states that “the administration and control of the Facility will be the responsibility of, and conducted by, City [sic] under the TPD Administrative Chief or designee.” *See id.* at p. 8.

13. The Tulsa Jail Contract also dictates the staffing levels, working hours during which specific employees at the Municipal Jail must be available, standards staff must adhere to, and certifications required of the Training Manager. *See id.* at p. 1–4.

14. Regarding the Jail Administrator – the Allied employee who is charged with overseeing daily operations of the Municipal Jail – the Tulsa Jail Contract states that they “report[] directly to the TPD Administrative Chief or designee,” “confer[]and coordinate[]with the TPD Administrative Chief or designee,” “cooperate[] with the TPD Administrative Chief or designee,” “review[] and implement[] City, state, and federal published procedures, directives, and announcements,” and “meet[] jointly to plan and solve problems; and report[] incidents and

potential problems in the Facility . . . as the TPD Administrative Chief or designee may require.”
See id. at p. 2–3.

15. Although an employee of Allied Universal, Westin Hardin, the Jail Administrator, does not use an Allied Universal email to conduct the business of the Municipal Jail. Rather, Mr. Hardin uses an ‘@cityoftulsa.org’ email domain.

16. Pursuant to the Tulsa Jail Contract, “Allied will replace immediately...any Allied Personnel performing services under this agreement, which in the reasonable opinion of the City unsatisfactorily performs services hereunder.” *See id.* at p. 5.

17. The Tulsa Jail Contract also stipulates that the City will provide city property – including desktop computers and printers – for Allied Universal’s use. *See id.* at p. 8.

18. Allied Universal is paid public funds for its services under the Tulsa Jail Contract, which include the daily operation of a “public property” (the Municipal Jail) owned by the City.

19. Allied Universal is subject to all state and federal laws and regulations governing detention centers and lockup facilities.

20. Through rigorous oversight required by law, City policy, and the Tulsa Jail Contract, Allied Universal is responsible for a purely government function that is directly controlled and managed by the City, a public body.

The City of Tulsa’s Request and Denial

21. On October 10, 2025, Mr. Yalch, on behalf of the Frontier, submitted a request to the City for public records related to several deaths that occurred inside the Municipal Jail (“City Request”).

22. Mr. Yalch submitted the City Request for public records in the possession, custody, and control of the City via the Tulsa Police Department (“TPD”) online portal. The City Request is numbered P014043-101025. A copy of the City Request is attached as Exhibit 2.

23. The City Request sought “all records related to the following in-custody deaths” of Brian Bonner, Afrika Carey, Jeffrey Fetterhoff, Jeffery Mansell, and Eva Pickle (each a “Decedent,” and collectively, “Decedents”) at the Municipal Jail, “as well as any additional inmate deaths that have occurred since April 2025.” *See* Exhibit 2.

24. The City Request further specified Plaintiffs were seeking the following:

- Incident and supplemental reports related to each death;
- Booking records, intake forms, and medical screening questionnaires for each inmate;
- Jail logs or observation logs documenting welfare checks or housing;
- Any emails or correspondence between Tulsa Police Department personnel, Allied Universal, or other city officials concerning these incidents; and
- Any surveillance video related to these deaths.

See Exhibit 2.

25. Since making the original request, Mr. Yalch has learned the name of at least one additional decedent, Connor Spencer, who passed away in the Municipal Jail on or about August 29, 2025.

26. On October 28 and 30, 2025, Shannon Jennings, a records custodian at TPD, responded to the City Request by releasing some records relating to each Decedent via the TPD portal. These records included booking photos, initial offense reports for the arresting charges, and counter incident inquiries for the in-custody deaths. TPD did not release any detailed incident or supplemental reports regarding the deaths, intake forms, medical screening questionnaires, jail

logs, observation logs, welfare checks, housing records, emails or other correspondence, surveillance video, or any additional records relating to the deaths of Decedents.

27. On November 3, 2025, Mr. Yalch wrote to Ms. Jennings via the TPD records portal stating, “there are records that exist that should be included in this request for each of the deaths that I don’t see. We’re looking in particular for the materials from the in-custody/unattended death investigations.” A true and correct copy of Mr. Yalch’s communication to Ms. Jennings via the TPD records portal is attached as Exhibit 3.

28. On November 10, 2025, Ms. Jennings wrote to Mr. Yalch via message on the TPD records portal stating, “[a]ll the records that I have attached are all I can release through open records.” *See* Exhibit 3.

29. Mr. Yalch responded that same day via message through the TPD records portal stating, “[c]an you provide us the statute that prevents you from releasing the records?” *See* Exhibit 3.

30. After receiving no response, Mr. Yalch again sent a message to Ms. Jennings on November 20, 2025 via the TPD records portal stating, “I wanted to follow up on this. Can you provide us the statute that prevents you from releasing the records.” *See* Exhibit 3.

31. TPD did not respond to Mr. Yalch’s request for a statutory basis for the denial.

32. On December 15, 2025, undersigned counsel sent a letter delivered via email to Ms. Jennings seeking an explanation under the ORA for TPD’s refusal to release additional records.

33. Ms. Jennings responded via email on January 5, 2026, stating “our legal counsel will respond to you within the week.” A true and correct copy of Ms. Jennings’ January 5 email is attached as Exhibit 4.

34. On January 9, 2026, Becky Johnson, an attorney for the City of Tulsa and counsel for TPD, responded to undersigned counsel via letter raising various bases for withholding records responsive to the City Request. A true and correct copy of Ms. Johnson's January 9 letter is attached as Exhibit 5.

35. On April 16, 2026, after negotiations between Plaintiffs and the City regarding access to records responsive to the City Request stalled, the City sent a final decision denying Plaintiffs access to any additional records. A true and correct copy of the City's denial is attached as Exhibit 6.

36. On April 21, 2026, Plaintiffs served a 10-day litigation notice on the Tulsa City Clerk via certified mail.

37. On April 30, 2026, after receiving the litigation notice, counsel for the City informed undersigned counsel via email that it had reversed course and had "determined that there are additional records that will be released by TPD." A true and correct copy of the City's email is attached as Exhibit 7.

38. That same day, the City released a record titled "CINC_benner.pdf". The City had previously released this record to Plaintiffs and thus no new records were produced as part of this release. A copy of Mr. Yalch's govQA portal page, reflecting the City's release of this file is attached as Exhibit 8.

39. On June 2, 2026, after months of additional efforts among counsel for the parties to negotiate release of the remaining requested records, the City agreed to release some emails relating to the jail deaths. A true and correct copy of the email from Ms. Johnson confirming the City's intent to release of additional public records is attached as Exhibit 9.

40. The City also took the position that “some of [the requested records] are Allied records and are in the City’s possession due to the emails and will be turned over with those emails.” *See id.* The City further stated, “[a]s for others, if the City does not have possession of them, we don’t have them to release so they will not be included.” *See id.*

41. The City also agreed to release surveillance footage once it had been reviewed by the City and redacted. *See id.*

42. Finally, the City stated that “[t]he jail ‘incident reports’ which Allied completes and sends to OKDHS will be released.” *See id.*

43. The City otherwise refused to release “police reports, detective supplementals, or other records found solely in the homicide investigation file.” *See id.*

44. On or about July 28, 2026, the City released another set of email records responsive to the City Request. This batch of records included some new emails and some incident reports prepared by jail staff for some of the deaths. It also included multiple duplicate copies of responsive documents produced in earlier releases.

45. On July 30, 2026, the City invoiced Mr. Yalch \$2,447.50 for surveillance footage relating to the Decedents and required payment up front before review, redaction, and production would begin. On August 10, 2026, Maj. Perkins wrote via email that, “this deposit is 50% of what we are estimating the time [sic] required for the redaction.” A true and correct copy of the invoice and Maj. Perkins’ email are attached as Exhibit 10.

46. On August 25, 2026, Mr. Yalch sent TPD Special Projects Division Commander, Maj. Ryan Perkins an email requesting the statutory authority for the redactions TPD claimed were necessary, stating “[w]e aren’t aware of a statute that requires or allows redactions of jail

surveillance video.” A true and correct copy of Mr. Yalch’s email conversation with Maj. Perkins is attached as Exhibit 11.

47. On or about August 26, 2026, Mr. Yalch spoke via phone to Maj. Perkins who informed Mr. Yalch that the Frontier would not be required to pay the proposed fees because the surveillance footage was not subject to the redaction provisions of the law enforcement exception.

48. On August 27, 2026, the City of Tulsa produced some surveillance footage relating to decedents Afrika Carey, Jeffery Mansell, Brian Bonner, and Jeffrey Fetterhoff, but not for any other decedent.

49. On August 31, 2026, Maj. Perkins emailed Mr. Yalch stating, “Connor Spencer was not listed in the ORA request that we fulfilled, therefore no video of any incident with him was provided,” despite Mr. Yalch’s original request seeking records relating to “any additional inmate deaths that have occurred since April 2025.” Exhibit 11; *See also* Exhibit 2.

50. The surveillance footage of Brian Bonner and Jeffrey Fetterhoff was incomplete. Mr. Yalch made additional efforts to obtain more of the surveillance footage he originally requested from TPD by emailing Maj. Perkins.

51. Maj. Perkins responded via email on September 16, 2026 regarding the previously released video footage of Brian Bonner and Jeffrey Fetterhoff, stating “[t]hat is the only video in our possession.” A true and correct copy of Maj. Perkins September 16 email is attached as Exhibit 12.

52. Despite the various records produced by the City and TPD, Plaintiffs have been denied access to a number of documents sought in the City Request, specifically: incident and supplemental reports related to each death; intake forms, and medical screening questionnaires for

each inmate; jail logs or observation logs documenting welfare checks or housing; and the full production of surveillance footage, emails, and correspondence between Tulsa Police Department personnel, Allied Universal, or other city officials concerning these incidents.

53. This action is filed more than 10 days after sending the litigation notice.

Allied Universal's Request and Denial

54. On May 20, 2026, Mr. Yalch sent an ORA request ("Allied Request") to Allied Universal via email, seeking the same records sought in the City Request. A true and correct copy of the Allied Request is attached as Exhibit 13.

55. On May 29, 2026, Allied Universal sent Mr. Yalch a letter denying his request on the basis that it is not a public body. A true and correct copy of Allied Universal's denial is attached as Exhibit 14.

56. On July 21, 2026, undersigned counsel sent Allied Universal a litigation notice pursuant to Okla. Stat. tit. 51, § 24A.17(C).

57. This action is filed more than 10 days after sending said notice.

Release of the Records is in the Public Interest

58. The public records sought by the City Request and the Allied Request are not subject to any exception to the general rule of disclosure.

59. Further, the City Request and Allied Request each seeks records that will shed light on issues of clear and profound public interest, which Mr. Yalch has covered in his reporting.¹ Without Mr. Yalch's reporting at the Frontier, the public would not know about these deaths at all,

¹ Garrett Yalch, *They Were Arrested for Misdemeanors. Then They Died in Tulsa's City Jail*, The Frontier (Mar. 11, 2026), <https://www.readfrontier.org/stories/they-were-arrested-for-misdemeanors-then-they-died-in-tulsas-city-jail/>

because the City stopped issuing press releases notifying the public of detainees who died in the Municipal Jail in 2023.²

60. Without access to the public records sought by Plaintiffs' Requests, the public has no way to know whether its municipal government is operating the Municipal Jail properly, efficiently, and without serious concern for the health, safety, and constitutional rights of those detained.

61. The public funds the Municipal Jail through tax dollars appropriated by the City.

62. Any death in the Municipal Jail, including those of Decedents here, also potentially carries enormous risk of liability to the decedents' estates, which would be paid for by the public.

CAUSES OF ACTION

COUNT I:

As to Defendant the City of Tulsa

Violation of the Open Records Act for Unlawful Withholding of Public Records in the Actual or Constructive Possession of the City

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

64. Plaintiffs submitted their City Request for public records to the City via the TPD open records portal.

65. The City maintains actual custody and control of all public records sought by the City Request, including, but not limited to, any records created by Allied Universal stored on computers provided by the City.

66. A record responsive to the City Request that is in the physical possession of the City's contractor, Allied, is constructively in the possession of the City.

² See *id.*

67. Even if another public body possesses records responsive to the City Request, the City is not absolved of its obligation under the ORA to produce the responsive records in its possession.

68. The City Request seeks public records not subject to any exception to the general rule of disclosure required by Okla. Stat. tit. 51, § 24A.5.

69. The City Request seeks public records that are directly in the public interest, overcoming any basis for denial.

70. The City has violated the ORA by improperly denying Plaintiffs access to public records sought by the City Request as set forth in this Petition.

COUNT II:
As to Defendant Allied Universal

Violation of the Open Records Act for Unlawful Withholding of Public Records in the Possession of Allied Universal

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

72. The City has contracted Allied Universal to operate the Tulsa Municipal Jail.

73. As the contracted operator of a Municipal Jail, Allied Universal is subject to all state laws and municipal ordinances governing Municipal Jails, pursuant to Okla. Stat. tit. 11, § 34-105.

74. Allied Universal is also a public body within the plain meaning of the definition found in the ORA. Okla. Stat. tit. 51, § 24A.3(2).

75. As a public body, Allied Universal is subject to the disclosure requirements of the ORA.

76. Allied Universal has actual possession of public records sought by the Allied Request.

77. The Allied Request seeks public records not subject to any exception to the general rule of disclosure required by Okla. Stat. tit. 51, § 24A.5.

78. The Allied Request seeks public records that are directly in the public interest, overcoming any basis for denial.

79. Allied Universal has violated the ORA by improperly denying Plaintiffs access to the public records sought by the Allied Request as set forth in this Petition.

RELIEF REQUESTED

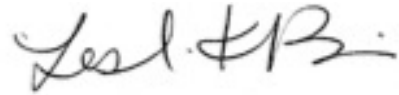
WHEREFORE, Plaintiffs respectfully request from this Court:

- (1) A declaratory judgment that the records requested by Plaintiffs are non-exempt public records as defined by Okla. Stat. tit. 51, § 24A.3;
- (2) A declaratory judgment that records in the actual possession of Allied Universal are in the constructive possession of the City of Tulsa pursuant to Okla. Stat. tit. 51, § 24A.5;
- (3) A declaratory judgment that Allied Universal, insofar as it operates the Tulsa Municipal Jail, is a public body subject to the Open Records Act in connection with records of those activities pursuant to Okla. Stat. tit. 51, § 24A.3, Okla. Stat. tit. 11, § 34-105;
- (4) An injunction commanding Defendants to permit the inspection and copying of certain public records responsive to the City Request and the Allied Request in their custody or control and/or in the custody and control of a third-party contractor pursuant to Okla. Stat. tit. 51, § 24A.5;
- (5) An award of reasonable attorney fees pursuant to Okla. Stat. tit. 51, § 24A.17(A)(2);
- (6) Costs of suit pursuant to Okla. Stat. tit. 12, § 927; and

(7) Such other and further relief as the Court deems just and proper.

Dated: September 28, 2026

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Leslie Briggs".

Leslie Briggs, OBA 33845
Staff Attorney
REPORTERS COMMITTEE FOR
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Counsel for Plaintiff

EXHIBIT 1

AGREEMENT FOR LOCKUP FACILITY OPERATIONS AND MANAGEMENT SERVICES

This Agreement for Lockup Facility Operations and Management Services ("Agreement") is made by and between THE CITY OF TULSA, OKLAHOMA, a municipal corporation ("City") whose address is 175 East 2nd Street, Tulsa, Oklahoma 74103, and Universal Protection Service, LP dba Allied Universal Security Services (the "Allied"), collectively the "Parties.

RECITALS

WHEREAS City requested through RFP TAC 1108A for the services of a private or public contractor to manage and operate City's municipal lockup facility located in the Tulsa Police Courts Building, 600 Civic Center, Tulsa, Oklahoma ("the Facility"); and

WHEREAS Allied responded to the request and represented that it had the specialized experience, training and expertise to operate and manage the Facility; and

WHEREAS City selected Allied to perform the services requested, and now each desire to enter into a formal written Agreement that sets forth the rights, duties and liabilities of each in connection with the complete management and operation of the Facility.

NOW, THEREFORE, in consideration for the promises, agreements, representations, and acknowledgments contained in this agreement, it is mutually agreed as follows:

AGREEMENT

1. ALLIED SCOPE OF SERVICES

1.1 General Scope of Services. Allied will manage and operate twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year the Facility owned by City located at 600 Civic Center, Tulsa, Oklahoma, and will provide detention and lockup services that generally include, receiving, processing, housing, monitoring, preparing for court, and releasing inmates arrested by officers of the Tulsa Police Department or any other state authorized law enforcement agency, pursuant to the terms of this agreement, Oklahoma Administrative Code §310: 670, et seq. and those of the City of Tulsa Police Department Policies and Procedures Manual titled "City of Tulsa Municipal Jail Policies and Procedures" (the "COT Jail Policies and Procedures"). The COT Jail Policies and Procedures are incorporated into this Agreement and binding on the parties as if fully set-forth herein and are considered provided to Allied on the date of Allied's signature below. The parties acknowledge that the COT Jail Policies and Procedures may be updated from time to time and upon that event City will provide Allied with advance written notice of the revisions and an updated copy of the same.

2. ALLIED PERSONNEL AND STAFFING RESPONSIBILITIES

2.1 Personnel and Staffing. All services to be provided by Allied under this Agreement must be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound practices. Allied will provide and maintain adequate staffing to operate the Facility in a safe and efficient manner. Allied will ensure that the appropriate level of staffing

is retained at all times. Unless otherwise agreed in a writing and executed by an authorized official of Allied and the Mayor of the City of Tulsa, the Facility must be staffed twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year with not less than sixteen (16) scheduled Detention Officers ("DO" or in the plural DOs) and three (3) Lead Officers ("DO Lead") in a twenty-four (24) hour period where at least one (1) DO is female and one (1) is a scheduled DO Lead. Allied will also employ and schedule a "Jail Administrator" as defined hereafter to be available on weekdays from 8:00am to 4:00pm ("Normal Business Hours") as well as after Normal Business Hours and emergencies as required. Allied will also employ one (1) Training Manager at the Facility on weekdays from 8:00am to 4:00pm. City will not be charged for excess of the hours and rates attributable to the DO, Lead DO, Training Administrator and Jail Administrator (collectively "Allied Personnel") listed in this Agreement unless expressly requested by City; and the scope of duties for each must be consistent with the following:

2.1.1 DO. Will perform all detention officer duties as assigned in the Post Orders provided by Allied, conduct checks and logging of inmate cells hourly per Oklahoma Administrative Code 310:670-5-2-3 including but not limited to: perform security and control of detention areas; control ingress and egress to and from the Facility; patrol and inspect inmates; process inmates; enforce regulations that pertain to the Facility; perform searches; monitor personnel and property; contact fire, police, or medical to respond to emergency situations; and other duties as agreed upon by the parties.

2.1.2 DO Lead. Will serve as the designated backup to the Training Manager and the primary contact with the City on all matters relating to the security and personnel of the Facility in the absence of the Training Manager; responsible for the direct supervision of all DOs in the Facility; maintaining adequate staffing levels for all employee call-offs; monitor the security equipment in the Master Control Unit; recommend to the Training Manager and Jail Administrator any enhancements to the Facility Security.

2.1.3 Training Manager. Will serve as the designated backup to the Jail Administrator and the primary contact with the City on all matters relating to the security and personnel of the Facility in the absence of the Jail Administrator; will carry certifications as an instructor and provide all training for the following Oklahoma Jail Standards, Lexipol, Wrap Restraint Device, Narcan, and Less Lethal Options approved by TPD Administrative Chief or designee to Allied employees; will maintain adequate staffing levels for all shifts; will create all scheduling coverage; will supervise administrative functions, including preparation and submission of required reports; will administer actions for Allied Personnel necessary for requisition, performance evaluations, discipline and other similar matters; will be responsible for the direct supervision of all DO Leads in the Facility; and will recommend to the Jail Administrator any enhancements to the Facility Security.

2.1.4. Jail Administrator. Responsible for the management and administration of detention security services at the Facility; reports directly to the TPD Administrative Chief or designee; directly supervises subordinate Allied Personnel assigned to the Facility; confers and coordinates with the TPD Administrative Chief or designee to ensure that services provided by Allied are in accordance with this Agreement; keeps the appropriate Allied Personnel informed of local performance and potential problems; ensures that all Allied Personnel have the necessary knowledge, training, and equipment; is responsible for management of the Facility consistent with the Oklahoma Health Department, COT Jail Policies and Procedures, Federal and State Statutes, Federal Regulations and this Agreement; cooperates with the TPD Administrative Chief or designee; reviews and implements City, state and federal published

procedures, directives, and announcements; meets jointly to plan and solve problems; and reports incidents and potential problems in the Facility, including legal, financial, personnel, operational; and other matters as the TPD Administrative Chief or designee may require.

2.1.5. Supplemental Officers. The parties agree that from time to time certain events will occur that may increase intake volume at the Facility. In such events, or in anticipation of such events, TPD Administrative Chief or designee may request from Allied and Allied shall provide up to 4 additional officers per shift to supplement the Allied Personnel required by this Agreement. Allied will invoice City at the rate of \$30.70 per hour for supplemental DOs and \$36.90 per hour for supplemental DO Leads, including, if necessary, overtime rates for each as required by Federal law. The total cost of Supplemental Officers shall not exceed the amount of ten thousand dollars (\$10,000.00). Allied will use part time officers or officers not on overtime status first.

2.2. Female Detention Officer. Allied will have a female detention officer on duty at all times and at all shifts. Should City need to fill this requirement with its own female officer ("the Officer"), Allied will reimburse City for each hour the Officer is on duty at the Facility at a rate of two and a half (2.5X) times the Officer's regular hourly pay for regular hours, and four times (4X) the Officer's regular hourly pay for overtime. By way of example, if the Officer earns a regular hourly rate of \$18.00 an hour, the calculation for one regular hour would be $18.00 \times 2.5 = \$45.00$, and the calculation for one overtime hour would be $18.00 \times 4 = \$72.00$. City will determine the total regular and overtime hours incurred by the Officer. If Allied requires City to provide the Officer more than once during the initial term of this Agreement, or during a renewal period, Allied will pay City liquidated damages in the total sum of one-thousand dollars (\$1,000.00) for each subsequent assignment of the Officer following the first for the remainder of the initial term, or for the remainder of the renewal period.

2.3. Hiring Requirements. Allied will be responsible for hiring all Allied Personnel assigned to the Facility. Allied will require that any personnel selected for assignment to the Facility possess the following minimum criteria:

2.3.1. a.) Meet a passing score on the Oklahoma Department of Health Jail test; **b.)** obtain a negative screen on a pre-placement drug test; and **c.)** complete a physical ability assessment and mental health screening as conducted by Allied.

2.3.2 Successfully complete a pre-employment screening in which the applicant's **a.)** employment and educational credentials, including any gaps of unemployment of up to 60 days, are verified for at least the last seven (7) years; **b.)** identity is verified using a social security number confirmation trace; **c)** county and statewide criminal records are examined back to the age of majority; **d.)** driving record is investigated through the appropriate state department of motor vehicles or similar agency to search for traffic violations, driving related offenses and confirm the standing of applicant's driver's license; **e.)** drug screen is negative based on a 10 panel urinalysis.

2.3.3 In the event of an incident of concern involving Allied Personnel, City will have the right to access and review the pre-employment screenings, drug test results and all other records determined necessary by City. Prior to assignment at the Facility, Allied will obtain from Allied Personnel, and provide to City, the necessary release and consent forms that are consistent with applicable law and permit City to review the records required by this section. City may refuse the assignment of any Allied Personnel to the Facility who City determines has not satisfactorily met the hiring requirements of this Agreement.

2.4. Training Requirements. Allied will be responsible for training all Allied Personnel assigned to the Facility. Prior to assignment, Allied Personnel must successfully complete the minimum training requirements, the costs of which are included in Exhibit A Fee Schedule, and set-forth as follows:

2.4.1 The Jail Administrator will develop policies and procedures for staff orientation and training. The training program will be supervised by the Jail Administrator and include the following minimum requirements: a.) all Allied Personnel will receive at least twenty-four (24) hours of training that covers at least the following: Security procedures; supervision of inmates; report writing and documentation; inmate rules and regulations; grievance and disciplinary procedures; rights and responsibilities of inmates; Emergency procedures; first aid and cardiopulmonary resuscitation; City Jail Policies and Procedures; Oklahoma State Bureau of Investigation (OSBI) livescan and mug shot systems operations; and inmate intake assessments and any other requirements as set forth by the Oklahoma State Department of Health; b.) receive a passing score of at least a seventy (70) percent on the Oklahoma Health Department Jail Standards Examination c.) any Allied Personnel with primary responsibilities that include supervision of inmates shall receive additional training and standards as set forth within the Lexipol Training System. Allied will begin the procedures to become accredited through the National American Correctional Association and report to the TPD Administrative Chief or designee quarterly on the progress.

2.4.2. All Allied Personnel will obtain an unarmed or armed security guard license accredited through CLEET within 90 days of assignment to the Facility.

2.4.3 Within the first six (6) months of assignment to the Facility, all Allied Personnel will receive one-hundred and four (104) hours of total training in: a) Mental Health Issues; b) Employee Wellness; c) Narcan Usage; d) The Wrap Restraint Device; and e) Less Lethal Operations approved by the TPD Administrative Chief or designee.

2.4.4 Allied will provide an online training platform through Lexipol or the equivalent for Allied Personnel that provides continuing education in the corrections field based on best practices and standards. The online training platform and all associated training records of employees must be available upon request by the TPD Administrative Chief or designee.

2.4.5. The training programs provided by Allied for Allied Personnel to be assigned to the Facility must meet with the satisfaction and approval of City. Allied will provide City with the access, documentation and other items requested by City to properly observe, participate in and review all Allied training programs, and will comply with any additional training or post-training evaluations required by City. Where appropriate, City will assist with Allied's compliance with City of Tulsa specific training requirements by training Allied's training personnel. City may refuse the assignment of any Allied Personnel to the Facility if City determines Allied or the Allied Personnel to be assigned have not satisfactorily met the training requirements of this Agreement. At the request of City, Allied will remove any Allied Personnel assigned to the Facility if City determines the conduct of the Allied Personnel does not comply with the proper application of the training requirements of this Agreement.

2.4.6. Any additional training required by City of Allied Personnel must be agreed to in writing.

2.5. Hiring Allied Employees. City will not hire any Allied Personnel during the performance of this Agreement for at least six (6) months after the Allied Personnel has completed his or her assignment

at the Facility. Should City breach this provision, City will pay Allied the sum of Two thousand Five Hundred and No/100 dollars (\$2,500.00) for each officer hired.

2.6. **Removal of Allied Personnel.** Allied will replace immediately upon receipt of written notice from City, any Allied Personnel performing services under this agreement, which in the reasonable opinion of City unsatisfactorily performs the services hereunder, or, who City deems is otherwise unsatisfactory for the performance of the services hereunder if the request for removal of such employee is not based upon any unlawful discrimination or other unlawful basis. In the event such replacement of personnel results in overtime compensation or additional costs/expenses to be incurred by Allied, City will have no liability or responsibility for the payment or reimbursement of such overtime compensation or additional costs/expenses.

2.7. **Conduct on City Property.** Allied will require all Allied Personnel performing services under this Agreement, when on City property, to comply with all communicated City and Police Department regulations, policies, and security procedures, including any such regulations, policies and procedures applicable to any equipment, technology, or property belonging to the City.

2.8 **Prison Rape Elimination Act of 2003 (PREA) (28 C.F.R. § 115 et seq.).** City maintains a zero tolerance for inmate-on-inmate sexual assault, staff sexual misconduct, and sexual harassment toward inmates. Allied will ensure all Allied Personnel are trained pursuant to the standards and requirements of PREA and report to City all allegations of sexual assault, misconduct, and harassment inside the Facility. Allied and City will work together to ensure the standards and requirements as set forth in PREA are always followed and complied with. Allied and City will also work together to thoroughly investigate all allegations of PREA violations and take appropriate action where necessary. Any Allied Personnel who either engage in sexual misconduct or fail to report allegations of the same occurring inside the Facility will be immediately removed from the Facility.

2.9. **Use of Force.** Allied will immediately notify the TPD Administrative Chief or designee of any incident involving the use of force, and such notification must be in writing via e-mail and include the date and time of the use of force along with the location within the facility where it occurred. Following notification, and as quickly as practicable, Allied will prepare and provide the TPD Administrative Chief or designee with a written report detailing a complete recitation of the incident. The TPD Administrative Chief or designee will review the report and make recommendations, if necessary, for the discipline of Allied Personnel. Allied will review and if in agreement implement the recommendations provided by the TPS Command Staff. Should Allied decide against implementing the recommendations of the TPD Administrative Chief or designee, Allied will permanently remove from the Facility the Allied Personnel identified in the recommendations that were not implemented.

2.10. **Drug Testing.** Allied will conduct random and scheduled periodic drug testing of all Allied Personnel assigned to the Facility. Results of these drug tests must be made available to City upon request; and if a positive test is obtained, City will be immediately notified. Allied Personnel selected for random drug testing must proceed to the test site immediately upon notification, unless the selected personnel are performing a safety sensitive function at the time of notification which will not reasonably allow the selected personnel to be replaced. In such an event, Allied will ensure the selected Allied Personnel proceeds to the testing site immediately following the conclusion of the function.

3. ALLIED SERVICES AND RESPONSIBILITIES

3.1 Services Standards. Services provided by Allied under this Agreement must comply with all Federal and State requirements, laws, and statutes, applicable court orders, the COT Jail Policies and Procedures as provided to Allied, and the Oklahoma State Department of Health, whether now in effect or hereafter effected or implemented, except as waived in writing by City or the State. Where a conflict exists between Federal and State requirements, laws, and statutes, applicable court orders, the COT Jail Policies and Procedures, and the Oklahoma State Department of Health, the more stringent will apply.

3.2 Intake and Booking Services. Allied will receive and book into the Facility any person arrested and presented by any City Agent. Allied will perform all booking, fingerprinting and other intake functions and procedures established by City for persons arrested by City Agents. Allied will continue to confine all persons received into the Facility and will not release the same until such time as City notifies Allied. Juvenile inmates will not be housed in the Facility. Juvenile arrests presented to Allied Personnel will not be booked in the Facility.

3.3 Care, Custody and Security Services. Subject to the terms of this Agreement, Allied will be solely responsible for the day-to-day care, custody and security of inmates housed in the Facility to include preparing meals and feeding inmates, ensuring that all inmates are clothed and provided with necessary hygiene supplies, maintaining the cleanliness and sanitation of the Facility, preparing inmates for court appearances, and coordinating transportation of inmates to the City of Tulsa Municipal Court, or transportation to and from another municipal or district court or detention facility. Allied will be responsible for providing all supplies, materials, and all items of general overhead, including food, laundry/dry cleaning (ex. bedsheets, bathing towels, rugs, inmate uniforms and all other items of a like nature), office, hygiene, first aid and medical, Narcan, and detention officer uniforms and equipment, but with the exception of PepperBall launchers, PepperBalls, and handcuffs. The specifications and color of detention officer uniforms must be approved by the TPD Administrative Chief or designee prior to use.

3.4 Medical Care and Procedure. Allied will determine if any individual presented for booking ("Arrestee") is medically fit to be accepted into the Facility. Allied will base its determination of fitness using the City of Tulsa Municipal Jail Medical Intake Guidelines and the City of Tulsa Municipal Jail Medical Screening Questionnaire attached to this Agreement respectively as Exhibits B and C. If medical concerns exist that would preclude the booking of an inmate as outlined in the City of Tulsa Municipal Jail Medical Intake Guidelines or the City of Tulsa Municipal Jail Medical Screening Questionnaire, or both, acceptance of the Arrestee will be refused, and the arresting officer will be directed to obtain a medical clearance from a licensed physician in a hospital environment. In the event of a serious injury or unresponsive inmate in the Facility, Allied will: 1.) immediately contact emergency personnel; 2) when necessary, conduct or administer first aid, cardiopulmonary resuscitation or use the Automatic External Defibrillator; 3.) upon treatment, and if necessary, transport of the inmate by emergency personnel, Allied will immediately contact via phone call, first the TPD Administrative Chief and second the designee, if designee information was previously provided to the Jail Administrator, and will continue to attempt contact in that order until live contact is made. If neither are reachable by phone call, Allied will without delay continue to contact both until one is reached. In the event of a serious injury, including a suicide attempt involving either staff or inmates, the Oklahoma State Department of Health Jail Inspection Division must be notified no later than the next working day. In the case of the death of an inmate, the Oklahoma State Department of Health Jail Inspections Division must be notified immediately.

3.4.1 Telehealth. Allied will be responsible for and provide non-emergency medical care services to inmates via telehealth. Telehealth does not include psychological services or those services that must be delivered in person. Allied must comply with all applicable privacy and security laws and regulations when conducting services via telehealth, including, the Health Insurance Portability and Accounting Act (HIPAA), the Oklahoma Jail Standards, the Oklahoma Board of Nursing, the Oklahoma Medical Board, Oklahoma Health Care Authority policy, Oklahoma Statute Title 59 § 478.1, and all other applicable state and federal laws and regulations. Before Telehealth services are permitted to begin, the TPD Administrative Chief must review and approve of 1) written policies and procedures submitted by Allied that explain Allied's ability to utilize telehealth and how the services will be managed in accordance with this Agreement; and 2) the healthcare provider proposed by Allied to perform the services. City will pay allied for Telehealth Services in accordance with Exhibit A. City may elect to terminate Telehealth Services at any time upon 30 days written notice by the TPD Administrative Chief. City will have no further obligation thereafter to pay monthly for the telehealth services.

3.5 Damage to Property. Allied will be liable for any loss, theft or damage to the Facility, its improvements, or to the equipment provided by City (the "Property"), beyond reasonable wear and tear, to the extent caused by breach of contract, willful misconduct, negligence; or omission of Allied or its employees, whether or not covered by insurance, occurring during the performance of this Agreement. Allied will be obligated to repair or replace the Property to an equal or better condition than existed prior to the loss, theft or damage. City must approve of the repair or replacement of the property in writing before Allied may be relieved of liability for the Property.

3.6 Insurance. Allied will be the named insured under all policies with an authorized insurance company licensed to do business in Oklahoma and will secure prior to the effective date of the Agreement and keep in force at all times during the term of this agreement the following insurance:

a. Commercial General Liability with limits of at least:

i. \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate; and

ii. \$2,000,000 Products – Completed Operations Aggregate.

Coverage will be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury. General Aggregate to apply on a Per Location Basis. Products and Completed Operations Insurance must be maintained for a minimum period of two (2) years after final payment with the City. Allied agrees to waive its rights of recovery against the City. Waiver of Subrogation in favor of City will be added to the policy.

b. Automobile Liability with limits of at least:

i. \$2,000,000 Combined Single Limit (CSL) Per Occurrence

Coverage will apply to all Owned, Hired, and Non-Owned Autos operated by Allied, agents and employees in connection with the project, whether owned by the Seller, the City, or otherwise. Waiver of Subrogation in favor of the City.

c. Workers Compensation per the statutory limits set forth by the State of Oklahoma. Waiver of Subrogation in favor of City. Allied will always during the term of this Agreement maintain workers' compensation insurance with an authorized insurance company licensed to do business in Oklahoma, or

through CompSource Oklahoma, insuring its employees in amounts equal to or greater than required under law.

d. Insurance to be maintained for a minimum period of two (2) years after City's final payment for the Services of this Agreement. Allied must provide the City with current valid original certificates of insurance prior to commencement of the Agreement and annually prior to policy renewals evidencing compliance with this Section. Allied must also provide the City with a minimum of thirty (30) days prior written notice of policy cancellations. It is solely Allied's responsibility to provide notice to the City, should any required insurance be cancelled or non-renewed. Failure of Allied to provide all insurance requirements, or to provide notice, will not relieve Allied of its obligation under this contract. If Allied employs subcontractors in the performance of its work, Allied agrees to obtain equivalent insurance provisions from its subcontractors as required under this agreement and provide a copy of their certificate of insurance to the City.

4. CITY DUTIES AND RESPONSIBILITIES

4.1 Administration and Control of Facility. The administration and control of the Facility will be the responsibility of, and conducted by, City under the TPD Administrative Chief or designee. The Jail Administrator, or if unavailable, the Training Manager will directly report to the TPD Administrative Chief or designee, within the Scope of Services set forth in this Agreement regarding day-to-day operations and management matters of the Facility, and will implement all policy, disciplinary, or other operational or management requirements as required by this Agreement. Should the TPD Administrative Chief appoint a designee, the designee will be conferred the same authority, roles and responsibilities of the TPD Administrative Chief with regard to administration and control of the Facility, except that the designee will be a direct report to the TPD Administrative Chief. The TPD Administrative Chief will provide the Jail Administrator with current designee contact information in writing.

4.2 Maintenance, Equipment and Furnishings. City will be responsible, at its sole cost and expense, for the maintenance of the Facility and the areas necessary to access the Facility, in conformity with state and federal law. As used in this paragraph, "maintenance" includes: any necessary repairs, improvements, installation of all necessary security locks and devices and fire safety devices and precautions, reconstruction, equipment renovation for the Facility, and includes the provision of all utilities required to operate the Facility, including heat, air conditioning, electric, telephone service, and water and sewer, all at no cost to Allied. The City will provide and maintain for Allied's use during the term hereof, at no cost to Allied, a Live Scan machine, intoxilizer, beds, mattresses, bed sheets, bathing towels, inmate uniforms, benches, tables, office furniture, one (1) kitchen refrigerator, two (2) kitchen freezers, four (4) kitchen microwaves, one (1) commercial clothing washing machine, one (1) commercial clothing dryer, desktop computers and printers, desktop phones, video surveillance systems, detention officer uniform patches, one (1) automated external defibrillator (AED), and handheld and walk through metal detectors. Allied will immediately notify City of any problems, defects, or other matters that affect the maintenance, equipment and furnishings of this paragraph.

4.3 Compensation. Allied agrees to sell City the services and supplies for the price and upon the delivery terms set forth in Exhibit A. City agrees to pay Allied the prices in Exhibit A based on the actual services and supplies delivered to City. The Parties agree that all responsibilities, services and supplies required of Allied by this Agreement are included in the pricing described in Exhibit A and shall be invoiced by Allied monthly in equal installments. All sums paid by City to Allied for management and

operation of the Facility from July 1, 2023, through the Effective Date herein will be credited against the year one total on Exhibit A. Payment by City as required by this section does not constitute City's acceptance of the work performed by Allied. There will be no compensation or reimbursement for costs or expenses incurred by Allied for any responsibilities, services, or supplies other than those expressly identified within this Agreement.

5. GENERAL TERMS AND CONDITION

5.1. Term. This Agreement is effective upon the date signed by the Mayor of the City of Tulsa (Effective Date) for a term beginning July 1, 2023 and continuing through June 30, 2024. City in its sole discretion may offer Allied an opportunity to renew this Agreement for up to an additional four (4) one (1) year term(s), upon mutual agreement of the parties. Allied understands and acknowledges that any future Agreements or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement will be null and void without further action by City.

5.2. No Indemnification or Arbitration by City. Allied understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Allied harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Allied shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.

5.3. General Liability/Indemnification of ALLIED. Allied shall hold City harmless from any loss, damage or claims to the extent caused by Allied's performance of the Agreement herein. Allied must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Allied agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature to the extent caused by Allied's performance of the Agreement, including death or injury to inmates, labor, and material furnished by Allied or Allied's subcontractors under the scope of this Agreement.

5.4. Intellectual Property Indemnification. Allied agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to use of patented, trademarked or copyright protected appliances, products, materials or processes provided by Allied hereunder. Allied shall pay all royalties and charges incident to such patents, trademarks or copyrights.

5.5. Liens. Under City's Charter (Art. XII §5), no lien of any kind will be allowed exist against any property of City.

5.6. No confidentiality. Allied understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of

Agreement terms or other information provided by Allied under this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.

5.7. Agreement/No Revisions or Additions. The entire agreement between City and Allied is contained in this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. No verbal agreement between the parties is binding. Any proposal, statement of work, quote, invoice, acknowledgment or other communication issued by Allied in connection with the Agreement will be for the purposes of describing in greater detail the Services (as applicable) to be provided. Any terms or conditions set forth in such communication by Allied will not apply to the Agreement and will not constitute Allied's exceptions to these terms and conditions. Any additional or different terms proposed by Allied are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by the Mayor or Mayor Pro Tem of the City.

5.8. Relationship of the Parties. Allied is, and will remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of Allied shall be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

5.9. Compliance with Laws. Allied will be responsible for complying with all applicable federal, state and local laws. Allied is responsible for any costs of such compliance. Allied will take the necessary actions to ensure its operations in performance of this Agreement and its employment practices comply with the requirements of the Americans with Disabilities Act. Allied certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification is defined in 25 O.S. §1312 and includes the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

5.10. Termination.

5.10.1 Either party may terminate this Agreement upon the breach of any material obligation of the other party as set forth in this Agreement, and such breach has continued for (30) days after the other party has received written notice of the breach. Any termination will become effective at the end of the thirty (30) day period unless the breaching party has cured the breach prior to the expiration of the thirty (30) day period. In the event City terminates this Agreement, City will not be liable to Allied for any startup costs associated with implementing the terms and conditions of this Agreement.

5.10.2 The City may terminate its participation in this Agreement effective immediately by providing written notice if for any reason the City's funding source is not appropriated or is withdrawn, limited, or impaired.

5.10.3 City, in its sole discretion, may terminate this Agreement or suspend performance thereof for City's convenience upon written notice to Allied, and Allied shall terminate or suspend

performance of services within thirty (30) days on a schedule acceptable to City. The pricing for services and supplies will be pro-rated up to and through the date of Allied's final scheduled day.

5.11. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the services provided hereunder are subject to inspection, examination, and copying by City or its designees, upon reasonable prior written notice. Allied will retain all records related to this Agreement for the duration of the Agreement's term and a period of three years following completion and/or termination of the Agreement. If an audit, litigation, or other action involving such records begins before the end of the three-year period, the records will be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.

5.12. **Notice.** Any notice, demand, or request required by or made under this Agreement will be properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.

To Allied: Universal Protection Service, LP, d/b/a Allied Universal Security Services
2424 East 21st Street, Suite 550
Tulsa, Oklahoma 74114
Copy to: contracts@usa.Allied.com

To City: City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

5.13. **Governing Law and Venue.** This Agreement is signed in and will be governed by and interpreted in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which will be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.

5.14. **No Waiver.** A waiver of any breach of any provision of this Agreement will not constitute or operate as a waiver of any other provision, nor will any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

5.15. **Severability Provision.** If any term or provision herein is determined to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected. It is the intention of the parties

that if any provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid, and enforceable.

5.16. **Third Parties.** This Agreement is between City and Allied and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.

5.17. **Entire Agreement/No Assignment.** This Agreement and any incorporated documents constitute the entire Agreement of the parties and supersede all prior Agreements or agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and must be signed by both parties. Notwithstanding anything to the contrary, the City will not agree to the terms of any future Agreements, revisions or modifications that have not been reduced to writing and signed by both parties. Allied 's may not assign this Agreement or use subcontractors to provide services without City's prior written consent.

5.18. **Documents Comprising the Agreement.** The Agreement includes Exhibit A, Exhibit B, and Exhibit C, its amendments, and the entire Request for Proposal TAC 1108A titled "Professional Services for: Lockup/Detention Facility Operations and Management Services" ("RFP") including any addenda or amendments thereto. The Exhibits and RFP attached hereto are incorporated herein and made a part of this Agreement as if set forth at length. In the event of conflicting or ambiguous language, the parties will be governed first according to the Agreement and its amendments and exhibits and second according to the documents comprising the RFP.

5.19. **Equal Employment Opportunity.** ALLIED will comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

5.20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when signed and delivered will be an original, but such counterparts will constitute one and the same instrument.

5.21. **Time is of the Essence.** City and Allied agree that time is deemed to be of the essence with respect to this Agreement.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURE PAGE FOLLOWING

ACCORDINGLY, City and Allied have caused this Agreement to be executed on the dates set forth below.

Universal Protection Service, LP, d/b/a Allied Universal Security Services "Allied"

By: 

Printed Name: David Lane

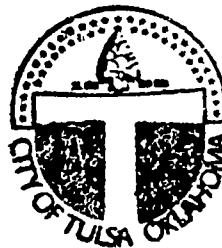
Title: Regional Vice President

Date: 11-28-23

CITY OF TULSA, OKLAHOMA, a municipal corporation,

By: 
Mayor

Date: DEC 06 2023



ATTEST:


City Clerk

APPROVED:

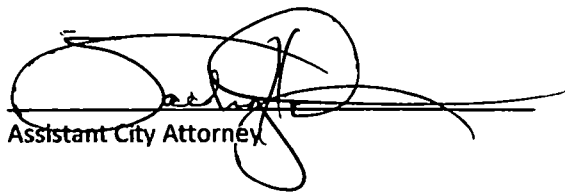

Assistant City Attorney

EXHIBIT A
Fee Schedule

First Annual Term

Total Fee not to exceed (does not include Telehealth):	\$2,727,915.00
Telehealth Services (Monthly Cost):	\$ 19,508.93

Optional Annual Second Term

Total Fee not to exceed (does not include Telehealth):	\$2,809,753.00
Telehealth Services (Monthly Cost):	\$ 20,094.20

Optional Annual Third Term

Total Fee not to exceed (does not include Telehealth):	\$2,894,045.00
Telehealth Services (Monthly Cost):	\$ 20,697.02

Optional Annual Fourth Term

Total Fee not to exceed (does not include Telehealth):	\$2,980,867.00
Telehealth Services (Monthly Cost):	\$ 21,317.93

Optional Annual Fifth Term

Total Fee not to exceed (does not include Telehealth):	\$3,070,293.00
Telehealth Services (Monthly Cost):	\$ 21,957.47

EXHIBIT B

Tulsa Municipal Jail Intake Guidelines

**City of Tulsa Municipal Jail Medical Intake
Guidelines**

The following medical criteria will be used by City of Tulsa Jail Staff to Determine if an inmate is medically fit to be accepted into the jail without further professional medical screening:

1. Inmate has been involved in a motor vehicle accident and has any swelling, dizziness, open wounds, knots or is complaining of pain.
2. Inmate is intoxicated to a point of not being able to answer question, stand unassisted, sit up or walk. Those who have a BAC of 0.30 or above must be medically cleared per state statute.
3. Inmate with chest pains.
4. Inmate who complains of and has indications of substantial injuries (i.e., broken bones, head injuries, wounds that need stitches, etc..) that would not be expected to improve in a jail environment without access to immediate medical treatment.
5. Inmate who indicates that she is pregnant and is experiencing complications (i.e., complaints of pain, spotting, etc.)
6. Indications that an inmate has consumed any amount of alcohol, prescription medication or street drugs that pose an immediate or future medical emergency or significantly impair their ability to function (i.e., stand, walk, communicate, maintain consciousness).
7. Inmate who has sustained serious injuries during the arrest process.
8. Inmate with a serious medical condition that poses a threat of rapid decline in their health (i.e., very recent hospitalization, advanced cancer, end-stage disease, etc..).
9. Inmate who has a contagious disease that would jeopardize jail staff and inmates and hinder on-going jail operations.

****Acceptable professional medical documentation will indicate the inmate has been cleared by a Medical Professional in a hospital environment indicating that the inmate is "fit for incarceration".**

EXHIBIT C

City of Tulsa Municipal Jail Medical Screening Questionnaire



City of Tulsa Municipal Jail



INMATE _____

INMATE# _____

MEDICAL SCREENING QUESTIONNAIRE		
Check either yes or no. If "yes" explain on next page.	YES	NO
1. Are you currently taking any prescription medication?		
2. Do you have Tuberculosis?		
3. Do you have Hepatitis?		
4. Do you have any infections?		
5. Do you have any sexually transmitted diseases?		
6. Do you have asthma?		
7. Do you have a heart condition?		
8. Do you have diabetes?		
9. Do you have epilepsy?		
10. Do you have ulcers?		
11. Have you been diagnosed with a mental illness?		
12. Do you suffer from alcoholism?		
13. Do you suffer from drug abuse?		
14. Are you allergic to any food or medication?		
15. Do you wear glasses or contacts?		
16. Do you have any loose teeth or partials that may be removed?		
17. Do you have a toothache?		
18. Will you experience any drug or alcohol withdrawal while in custody?		
19. Are you pregnant or experiencing any female troubles?		
20. Are you on a special diet for religious or health reasons?		
21. Do you have any visible signs of illness or trauma on your body?		
22. Are you handicapped in any way?		
23. Are you currently seeing a doctor for a health issue?		
24. Do you have any special health requirements?		
25. Is this your first time in a jail?		
26. Have you had any significant losses in your life lately?		
27. Have you ever tried to commit suicide?		
28. Do you feel like hurting yourself right now?		
29. Have you ever been hospitalized or treated for psychiatric reasons?		
30. Would you like to leave an emergency contact number?		

Inmate Signature

Date/Time

Detention Officer

Date/Time

City of Tulsa Municipal Jail

MEDICAL SCREENING CONTINUED

List the question number and give a brief description.

11

AFFIDAVIT OF CLAIMANT

STATE OF Oklahoma
COUNTY OF Tulsa

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: [Signature]
Signature

Name: David Lane

Company: Universal Protection Service, LP

Title: Regional Vice President

Subscribed and sworn to before me this 16th day of November, 2023

[Signature]
Notary Public

My Commission Expires: June 22, 2025

Notary Commission Number: 21008252



060619

**SECRETARY'S CERTIFICATE REGARDING
COMPANY RESOLUTION**
November 17, 2023

I, David I. Buckman, hereby certify that I am the Secretary of Universal Protection GP, Inc. ("General Partner"), the General Partner of Universal Protection Service, LP, a limited partnership duly formed and existing under the laws of the state of California ("Company").

I also certify that the following is a true and correct copy of the resolutions of the General Partner, duly adopted by the written consent of the General Partner on November 17, 2023, and that such resolutions have not been rescinded or modified and are in full force and effect:

RESOLVED, that the following employee of the Company, David Lane, Regional Vice President, is hereby authorized to take the following actions: execute and deliver, on behalf of and in the name of the Company and any of its subsidiaries, any and all agreements, instruments, certificates and other documents, as deemed by such individual in the exercise of his judgment to be appropriate or necessary for the conduct of the business of the Company and its subsidiaries in the ordinary course regarding the following service contract:

Agreement for Lockup Facility Operations and Management Services, by and between the City of Tulsa, Oklahoma and the Company,

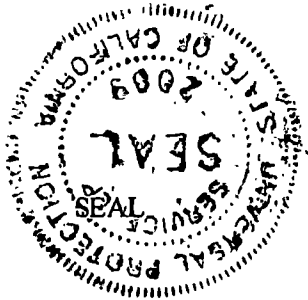
Including, without limitation, executing and delivering in the Company's name and on its behalf, all other documents relating to such service contract continuation agreement and amendment, and it is further

RESOLVED, that all actions previously taken by the Company and/or David Lane, in connection with the matters contemplated by the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, I have set my hand and the Seal of the Company this 17th day of November, 2023.

By: _____


David I. Buckman
Secretary of Universal Protection GP, Inc.,
General Partner of Universal Protection
Service, LP





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360	CONTACT NAME: Marsh U.S. Operations
	PHONE (A/C, No, Ext): 866-966-4664 FAX (A/C, No):
CNI 18025105-ALL-STAND-23-24	E-MAIL ADDRESS: Philadelphia.Certs@marsh.com
	INSURER(S) AFFORDING COVERAGE
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	INSURER A: Indian Harbor Insurance Company
	INSURER B: Greenwich Insurance Company
	INSURER C: XL Insurance America
	INSURER D: Indemnity Insurance Company of North America
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: CLE-006759564-21	REVISION NUMBER: 16
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			RES943799403	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 30,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 30,000,000
	☒ CONTRACTUAL LIABILITY						MED EXP (Any one person) \$
	☒ SIR \$1,750,000						PERSONAL & ADV INJURY \$ 30,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 55,000,000
	☒ POLICY ☐ PROJECT ☒ LOC						PRODUCTS - COM/OP AGG \$ 55,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			RAD943781806	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
D	UMBRELLA LIAB ☒ OCCUR			XSMG72500027 003	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED ☐ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD800120307 (AOS)	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ Y ☐ N	N/A	RWR300120407 (W)	01/01/2023	01/01/2024	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			RES943799403	01/01/2023	01/01/2024	Limit 2,000,000
							SIR 1,750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER City of Tulsa, Oklahoma 175 E 2nd St, 15th Floor Tulsa, OK 74103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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AGENCY CUSTOMER ID: CN118025105

LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED Conshohocken, PA 19428
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Named Insured:

Allied Universal Topco LLC

Additional Named Insured:

Adesta LLC
Advent Systems, LLC
Advent Systems, LLC, dba Allied Universal Technology Services
Allied Security Holdings LLC
Allied Universal Compliance and Investigations, Inc.
Allied Universal Compliance and Investigations, Inc., fka G4S Compliance & Investigations, Inc.
Allied Universal Executive Protection and Intelligence Services, Inc.
Allied Universal Finance Corporation
Allied Universal Holdco LLC
Allied Universal Risk Advisory and Consulting Services, Inc.
Allied Universal Sideco, LLC
AlliedBarton (NC) LLC
AlliedBarton (NC) LLC, dba Allied Universal Security Services
AlliedBarton Security Services LLC
AlliedBarton Security Services LLC, dba Allied Universal Security Services
AMAG Technologies, Inc.
American Security Programs, Inc.
Boston Window Cleaning, LLC
Central Defense Services, LLC
Cleansweep Building Services LLC
ERMC LLC
ERMC of America, LLC
FJC Security Services, Inc.
FJC Security Services, Inc., dba Allied Universal Security Services
G4S Holding One LLC
G4S Retail Solutions (Canada) Inc.
G4S Retail Solutions (USA) Inc.
G4S Secure Integration LLC
G4S Secure Integration LLC dba Allied Universal Technology Services
G4S Secure Solutions International Inc.
G4S Secure Solutions (USA) Inc.
G4S Secure Solutions (USA) Inc., dba Allied Universal
G4S Technology Software Solutions LLC
Intelligent Access Systems of North Carolina, LLC
Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services

Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic
Michael Stapleton Associates, Ltd.
Michael Stapleton Associates, Ltd., dba MSA Security
Millard Chicago Window Cleaning LLC
Millard Mall Services Holdco LLC
Millard Metal Maintenance Co. LLC
MSA Investigations, Inc.
MSA Security, Inc.
MSA Security Canada Limited
MSA Security Limited
NAKI Cleaning Services, LLC
Peoplemark, Inc.
RONCO Consulting Corporation
SecurAmerica, LLC
Securadyne Systems Intermediate LLC
Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services
Securadyne Systems Texas LLC
Securadyne Systems Texas LLC, dba Allied Universal Technology Services
SFI Electronics, LLC
SFI Electronics, LLC, dba Allied Universal Security Systems
SFI Electronics, LLC, dba Allied Universal Technology Services
SFI Electronics, LLC, dba Universal Protection Security Systems
SOS Security LLC
SOS Security LLC, dba Allied Universal Risk Advisory and Consulting Services
SOS Security LLC, dba Allied Universal Security Services
Spectaguard Acquisition LLC
Staff Pro Inc.
Staff Pro Inc., dba Allied Universal Event Services
The Millard Group, LLC
Titania Insurance Co. of America
TMG Facilities Management, LLC
TMG Supply, LLC
U.S. Security Associates Holding Corp.
Universal Building Maintenance, LLC
Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services
Universal Building Maintenance, LLC, dba Allied Universal Landscaping Services
Universal Protection GP, Inc.
Universal Protection Security Systems, LP
Universal Protection Security Systems, LP, dba Allied Universal Security Systems

Universal Protection Security Systems, LP, dba
Allied Universal Technology Services
Universal Protection Service of Canada
Corporation
Universal Protection Service of Canada
Corporation, dba Allied Universal Security
Services of Canada
Universal Protection Service of Canada
Corporation, dba Allied Universal Technology
Services
Universal Protection Service of Seattle, LLC
Universal Protection Service of Seattle, LLC,
dba Allied Universal Security Services
Universal Protection Service, LLC
Universal Protection Service, LLC, dba Allied
Universal Risk Advisory and Consulting Services
Universal Protection Service, LLC, dba Allied
Universal Security Services
Universal Protection Service, LLC, dba Allied
Universal Security Services, LLC
Universal Protection Service, LP
Universal Protection Service, LP, dba Allied
Universal Risk Advisory and Consulting Services
Universal Protection Service, LP, dba Allied
Universal Security Services
Universal Protection Service, LP, dba Allied
Universal Security Services, LP
Universal Services of America, LP
Universal Services of America, LP, dba Allied
Universal
Universal Thrive Technologies, LLC
Universal Thrive Technologies, LLC, dba Allied
Universal Monitoring and Response Center
Universal Thrive Technologies, LLC, dba Allied
Universal Technology Services
Universal Thrive Technologies, LLC, dba Thrive
Intelligence
USAGM Acquisition, LLC
The Millard Group
NAKI Cleaning Services, LLC
TMG Facilities Management, LLC
Boston Window Cleaning, LLC
Millard Mall Services Holdco, LLC
TMG Supply, LLC
Millard Chicago Window Cleaning LLC
Millard Metal Maintenance Co. LLC
Cleansweep Building Services LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ALLIED UNIVERSAL TOPCO, LLC

Endorsement Effective Date: January 1, 2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #024

This endorsement, effective on 01/01/2023 at 12:01 A.M. standard time, forms a part of
Policy No. RES943799403 of the INDIAN HARBOR INSURANCE COMPANY
Issued to ALLIED UNIVERSAL TOPCO, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of person or Organization:

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement)

The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by
the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule
above because of payments we make for injury or damage arising out of your ongoing operations or “your
work” done under a contract with that person or organization and included in the “products-completed
operations hazard.” This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2023

Policy No. RWD3001203-07

Endorsement No.

Insured Allied Universal Topco, LLC

Insurance Company
XL Insurance America, Inc.

Countersigned by



WC 00 03 13
(Ed. 4-84)

ENDORSEMENT #050

This endorsement, effective on 01/01/2023 at 12:01 A.M. standard time, forms a part of
Policy No. RES943799403

Issued to ALLIED UNIVERSAL TOPCO, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. SECTION II - Who Is an Insured is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

B. The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf

In the performance of your ongoing operations for the additional insured; or "your work" performed for that

additional insured and included in the "products-completed operations hazard"

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III — Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay

on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim.
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

E. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain as written.

EXHIBIT 2



Tulsa Police Department

Public Records Center

Home

FAQs

Submit a Request

My Records Center

Logout

FAQs

See All FAQs

The process of Body Cam/Dash Cam request.

Are there fees required for copies of a Public Record?

What records are available under the Open Records Act?

How can I review records that the police department may maintain?

What is the subpoena process?

View File(s)

View Message(s)

Request / Incident Summary

Request Type:	Public Records Re
Contact E-Mail:	garrett@readfron
Reference No:	P014043-101025
Status:	In Progress
Balance Due:	\$0.00
Payments:	\$0.00

UPLOAD DATE		
Files:	10/30/2025	bonner.jpg
	10/30/2025	CINC_2023002241_-_Pickle.pdf
	10/30/2025	CINC_2023025496-mansell.pdf
	10/30/2025	MANSELL.jpg
	10/30/2025	Mansell_A_B-1_Redacted.pdf
	10/30/2025	Mansell_A_B-2_Redacted.pdf
	10/30/2025	PICKLE.jpg
	10/30/2025	Pickle_A_B_Redacted.pdf
	10/30/2025	Bonner_-_jail_file.pdf
	10/30/2025	Bonner_A_B_Redacted.pdf
	10/30/2025	Carey_A_B_Redacted.pdf
	10/30/2025	Carey_jail_file_Redacted.pdf

Additional Information



Type of Requester:

Media Representative

Type of Records:

Other

Date From:

01/01/2023

Date To:

10/10/2025

Please enter a date range for the records you are requesting. Note: Dash Cam / Body Cam footage is available for a period of **26 months** from the date of occurrence. Calls for Service are available for a period of **36 months** from the date of occurrence.

Time of Occurrence:

Please enter a time of occurrence for the records you are requesting

Involved Parties:

Tulsa city jail

Please provide the name of the involved parties and/or Officer name (if applicable)

Phone Number:

Provide the phone number used to call 911. If unknown, enter 000-000-0000.

Location:

Please provide an exact address or intersection. If unknown, please enter N/A.

Report Number (If Known):

Please give the Report Number and all available information you have about the records you request - pursuant to the Oklahoma Open Records Act.

Describe the Record(s) Requested:

All records related to the following in-custody deaths at the Tulsa City Jail, as well as any additional inmate deaths that have occurred since April 2025: • Brian Bonner, who died February 17, 2025 • Afrika Carey, who died December 7, 2024 • Jeffery Fetterhoff, who died October 11, 2024 • Jeffery Mansell, who died May 31, 2023 • Eva Pickle, who died January 13, 2023 Specifically please include any: • Incident and supplemental reports related to each death; • Booking records, intake forms, and medical screening questionnaires for each inmate; • Jail logs or observation logs documenting welfare checks or housing; • Any emails or correspondence between Tulsa Police Department personnel, Allied Universal, or other city officials concerning these incidents; and • Any surveillance video related to these deaths.

Please be specific with your request to narrow our search and respond to you quickly and efficiently.

Preferred Method to Receive Records:

Electronic via Records Center

Please note not all public documents are available in electronic format. If the document(s) requested are not available electronically, we will make them available for either inspection or production by paper copy in accordance with the Public Records Law.

Fees Disclaimer:

I acknowledge that Tulsa Police Department may charge fees for report copies / records as authorized by either the Oklahoma Open Records Act, the Mayor's Executive Order, or City Ordinance 19224.

Please see [TPD Records Fees FAQ](#)

Media Disclaimer:

If you selected "Media Representative" in your type of requestor and this is your first time requesting records, please attach a copy of your print or broadcast news media credentials to your request.

If any requester provides fraudulent information in their request, that request will be cancelled.

[New Message](#)
[Return to List](#)

Messages 11

 Print Messages (PDF)

✓ ↩ On 11/20/2025 1:37:58 PM, Garrett Yalch wrote:

TO: "Tulsa Police Department Open Records Center"[tulsapolice@govqa.us]

Hi,

I wanted to follow up on this. Can you provide us the statute that prevents you from releasing the records?

Thank you,

On Mon, Nov 10, 2025 at 12:29 PM Garrett Yalch wrote:

Hi Shannon,

On Mon, Nov 10, 2025 at 7:30 AM Tulsa Police Department Open Records Center wrote:

> ↩ On 11/10/2025 12:35:27 PM, Garrett Yalch wrote:

> ✉ On 11/10/2025 7:30:05 AM, Tulsa Police Department Open Records Center wrote:

> ✉ On 11/3/2025 12:50:50 PM, Tulsa Police Department Open Records Center wrote:

> ↩ On 11/3/2025 10:54:09 AM, Garrett Yalch wrote:

> ✉ On 10/30/2025 1:44:32 PM, Tulsa Police Department Open Records Center wrote:

> ✉ On 10/30/2025 12:06:58 PM, Tulsa Police Department Open Records Center wrote:

> ↩ On 10/28/2025 12:45:54 PM, Garrett Yalch wrote:

> ✉ On 10/28/2025 10:28:34 AM, Tulsa Police Department Open Records Center wrote:

> ✉ On 10/10/2025 2:12:36 PM, Tulsa Police Department Open Records Center wrote:

> ✉ On 10/10/2025 2:12:35 PM, Garrett Yalch wrote:

EXHIBIT 3

P014043-101025 - Public Records Request

Message History (11)

← On 11/20/2025 1:37:58 PM, Garrett Yalch wrote:

TO: "Tulsa Police Department Open Records Center"[tulsapolice@govqa.us]

Hi,

I wanted to follow up on this. Can you provide us the statute that prevents you from releasing the records?

Thank you,

On Mon, Nov 10, 2025 at 12:29 PM Garrett Yalch wrote:

Hi Shannon,

Can you provide us the statute that prevents you from releasing the records?

I appreciate your help. Let me know if you have questions about the email request.

Garrett

On Mon, Nov 10, 2025 at 7:30 AM Tulsa Police Department Open Records Center wrote:

← On 11/10/2025 12:35:27 PM, Garrett Yalch wrote:

TO: "Tulsa Police Department Open Records Center"[tulsapolice@govqa.us]

Hi Shannon,

Can you provide us the statute that prevents you from releasing the records?

I appreciate your help. Let me know if you have questions about the email request.

Garrett

On Mon, Nov 10, 2025 at 7:30 AM Tulsa Police Department Open Records Center wrote:

✉ On 11/10/2025 7:30:05 AM, Tulsa Police Department Open Records Center wrote:

Subject: [Public Records Center] Public Records Request :: P014043-101025

Body:

Garrett,

I apologize for the delay in responding. All the records that I have attached are all I can release through open records. I'm working on your email requests. It will take me some time to get through them. We still have other requests to handle at the same time.

Shannon



Garrett Yalch <garrett@readfrontier.com>

file

1 message

Garrett Yalch <garrett@readfrontier.com>
To: "Jennings, Shannon" <sjennings@cityoftulsa.org>

Mon, Nov 3, 2025 at 1:12 PM

Hi Shannon,

Apologies, see if you can view the file now:

Garrett YalchReporter, *The Frontier*garrett@readfrontier.com

(918) 497-9001

**TPD-files-mansell2-compressed.pdf**
1235K

✉ On 11/3/2025 12:50:50 PM, Tulsa Police Department Open Records Center wrote:

Subject: [Public Records Center] Public Records Request :: P014043-101025

Body:

Garrett,

Can you try attaching your file again. I'm not seeing it. Or email it directly to me, sjennings@cityoftulsa.org

Thanks,
Shannon

↩ On 11/3/2025 10:54:09 AM, Garrett Yalch wrote:

TO: "Tulsa Police Department Open Records Center"[tulsapolice@govqa.us]

TPD-files-mansell.pdfHi Shannon,

Thanks for this. But there are records that exist that should be included in this request for each of the deaths that I don't see. We're looking in particular for the materials from the in-custody/unattended death investigations. See the attached documents for Mansell, which we received from a source.

Thank you,

Garrett Yalch
Reporter, The Frontier
garrett@readfrontier.com
m: (918) 497-9001

On Thu, Oct 30, 2025 at 1:44 PM Tulsa Police Department Open Records Center wrote:

✉ On 10/30/2025 1:44:32 PM, Tulsa Police Department Open Records Center wrote:

Subject: [Public Records Center] Public Records Request :: P014043-101025

Body: I've just added in files on Mansell and Pickle.

✉ On 10/30/2025 12:06:58 PM, Tulsa Police Department Open Records Center wrote:

Subject: [Public Records Center] Public Records Request :: P014043-101025

Body:

Garrett,

I've released what is available through open records on Bonner, Carey and Fetterhoff. I'm still tracking down Mansell and Pickle. All our files are being digitized. I have not heard back from IT on the emails for this request yet. I'm juggling your requests with several others. I'm trying to get them done as quick as I can.

Shannon

↩ On 10/28/2025 12:45:54 PM, Garrett Yalch wrote:

TO: "Tulsa Police Department Open Records Center"[tulsapolice@govqa.us]

Thank you for the update!

On Tue, Oct 28, 2025 at 10:28 AM Tulsa Police Department Open Records Center wrote:

✉ On 10/28/2025 10:28:34 AM, Tulsa Police Department Open Records Center wrote:

Subject: [Public Records Center] Public Records Request :: P014043-101025

Body:

Garrett,

Just a follow-up, I'm still waiting to get something back from IT.

Shannon

✉ On 10/10/2025 2:12:36 PM, Tulsa Police Department Open Records Center wrote:



Dear Reporter Garrett Yalch:

Thank you for your interest in public records of the Tulsa Police Department. Your request has been received and is being processed in accordance with Title 51 of the Oklahoma State Statutes, Subsection 24, also known as the Oklahoma Open Records Act. Your request was received in this office on 10/10/2025 and given the reference number P014043-101025 for tracking purposes.

Records Requested: All records related to the following in-custody deaths at the Tulsa City Jail, as well as any additional inmate deaths that have occurred since April 2025:

- Brian Bonner, who died February 17, 2025
- Afrika Carey, who died December 7, 2024
- Jeffery Fetterhoff, who died October 11, 2024
- Jeffery Mansell, who died May 31, 2023
- Eva Pickle, who died January 13, 2023

Specifically please include any:

- Incident and supplemental reports related to each death;
- Booking records, intake forms, and medical screening questionnaires for each inmate;
- Jail logs or observation logs documenting welfare checks or housing;
- Any emails or correspondence between Tulsa Police Department personnel, Allied Universal, or other city officials concerning these incidents; and
- Any surveillance video related to these deaths.

Your request will be forwarded to the relevant department(s) to locate the information you seek and to determine the volume and any costs associated with satisfying your request. You will be contacted about the availability and/or provided with copies of the records in question. PLEASE NOTE: Title 51 of the Oklahoma State Statutes, Subsection 24, also known as the Oklahoma Open Records Act does not require a governmental body to create new information, to do legal research, or to answer questions.

You can monitor the progress of your request at the link below and you'll receive an email when your request has been completed. Again, thank you for using the Open Records Center.

Tulsa Police Department

To monitor the progress or update this request please log into the [Open Records Center](#)



 On 10/10/2025 2:12:35 PM, Garrett Yalch wrote:

Request Created on Public Portal

EXHIBIT 4



Leslie Briggs <lbriggs@rcfp.org>

Re: Denial of Tulsa City Jail Records ORA Request Submitted October 10, 2025

Jennings, Shannon <sjennings@cityoftulsa.org>

Mon, Jan 5, 2026 at 4:17 PM

To: Leslie Briggs <lbriggs@rcfp.org>

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

Good afternoon Leslie,

I apologize for the delayed response. I've been out on vacation. I forwarded your initial email to management and our legal counsel. I did a follow up today and was told that our legal counsel will respond to you withing the week.

Thank you,

Shannon

From: Leslie Briggs <lbriggs@rcfp.org>**Sent:** Monday, January 5, 2026 9:13 AM**To:** Jennings, Shannon <sjennings@cityoftulsa.org>**Cc:** Beth Soja <esoja@rcfp.org>; Eric Feder <efeder@rcfp.org>; Lisa Zycherman <lzycherman@rcfp.org>**Subject:** [External Mail] Re: Denial of Tulsa City Jail Records ORA Request Submitted October 10, 2025

[Quoted text hidden]

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EXHIBIT 5



LEGAL

DATE:

January 9, 2026

Leslie Briggs
Reporters Committee for Freedom of the Press
P.O. Box 471094
Tulsa, OK 74147
lbriggs@rcfp.org

RE: Letter dated December 15, 2025 concerning OORA requests of Garrett Yalch

The City of Tulsa Police Department ("TPD") is in receipt of the referenced letter you addressed to Shannon Jennings. Your letter indicates a reporter named Garrett Yalch made a request on October 10, 2025, for specific records concerning the municipal jail, asserting entitlement to the records under the Oklahoma Open Records Act, 51 O.S. §§ 24A.1 et seq. (the "OORA").

As an initial matter, TPD contracts daily jail operations to Allied Universal Security Services (the "Contractor"). The Contractor is a separate, private entity and is neither an arm of the City of Tulsa nor created by the City, and thus the Contractor is not part of the "public body" that is the City of Tulsa. See, 51 O.S. § 24A.3(2). Further, the City is not the custodian of the Contractor's records, and the OORA applies only to those records that are "created by, received by, under the authority of, or coming into the custody, control or possession of" the City as a public body. 51 O.S. § 24A.3(1).

To the extent Contractor records fall within the definition of "record" in the OORA, such records are being reviewed for determination as to whether they are responsive, releasable and whether redaction is necessary. Please note that, according to the Information Services Division, Garrett Yalch has made multiple requests for emails which resulted in more than 4,200 emails being captured by his requests. The requests are broad and include "all" emails between certain individuals for specified time periods whether or not the emails are related to the deaths referenced on page one of your letter. After removing duplicates, each captured email must be reviewed for both responsiveness and redactions of confidential and/or privileged information. Review and redaction of these email records is almost complete, and the releasable records will be provided upon completion of these reviews.

In specific response to the other records requested as listed in your letter on page one to two:

"Incident and supplemental reports related to each death". The records provided as examples by Mr. Yalch concerning the investigation of Mr. Mansell's death include TRACIS police reports created by TPD. It is thus assumed that Mr. Yalch's request seeks TPD TRACIS police reports and detective supplemental reports created by TPD for each of the listed deaths. TPD is a law enforcement entity under 51 O.S. § 24A.3(5). TPD does not release police incident and supplemental reports under the OORA. A request for such records is denied under 51 O.S. § 24A.8(B)(1) as these are not records listed as releasable in 51 O.S. § 24A.8(A). That section does not require release of police reports concerning unattended or in-custody deaths. Although you state that the jail must produce records if the public interest outweighs the reason for the denial, you neglected to mention the most important part of that OORA section which is that law enforcement records not listed as releasable under Subsection A may be released "where a court finds that the public interest or the interest of an individual outweighs the reason for denial." 51 O.S. § 24A.8(B)(1) (emphasis added). That section clearly allows denial of access to records not listed in Subsection A by the agency unless and until a court makes a finding concerning the public interest.

It is currently unknown how Mr. Yalch obtained the incident and detective supplemental reports which are law enforcement records concerning Mr. Mansell's death. However, an investigation is ongoing regarding the matter.



"Booking records, intake forms and medical screening questionnaires for each inmate". As you stated in your letter, your client has received the booking records. Intake forms and medical screening questionnaires are records of the Contractor. To the extent any Contractor records fit within the definition of "record" in 51 O.S. § 24A.3(1), they will be reviewed and released if otherwise releasable. Medical records will not be released as they are deemed "records specifically required by law to be kept confidential." 51 O.S. § 24A.5(1).

"Jail logs or observation logs documenting welfare checks or housing". As you stated in your letter, you are in receipt of the jail logs. Any welfare checks or housing records are the Contractor's records. To the extent any Contractor records fit within the definition of "record" in 51 O.S. § 24A.3(1), they will be reviewed and released if otherwise releasable.

"Any emails or correspondence between Tulsa Police Department personnel, Allied Universal, or other city officials concerning these incidents." As stated above, email records are currently being reviewed, and it should be noted that Mr. Yalch's original OORA request was not limited to only those emails "concerning these incidents" as is stated in your letter. For instance, in one of the requests, Mr. Yalch requested "All emails Weston Hardin whardin@cityoftulsa.org sent to or received from (including CCs/BCCs) William Kilby wkilby@cityoftulsa.org from 01/01/2025 to 06/30/2025 including attachments." Pursuant to 51 O.S. § 24A.40(I), the City of Tulsa has requested an opinion from the Oklahoma Office of the Attorney General as to whether some of the emails that came within that request are "records" under 51 O.S. § 24A.3(1), and such records will be withheld from release until receipt of that opinion. If your client seeks only those emails related to the deaths listed on page one of your letter, please notify me as soon as possible, and we will determine if any of the held emails pertain to the death incidents listed in your letter or if there are no responsive emails.

"Any surveillance video related to these deaths". TPD owns the cameras within the jail building and the video therefrom. TPD is a law enforcement entity as defined in 51 O.S. § 24A.3(5). Because TPD employs peace officers and is charged with enforcing state, federal, tribal and local criminal laws, it is a law enforcement agency as defined in the OORA. As such, release of TPD records is controlled by the "law enforcement records" section. 51 O.S. § 24A.8. These videos are law enforcement records. A request for such records is denied under 51 O.S. § 24A.8(B)(1) as videos from stationary cameras not attached to the body or vehicle of a law enforcement officer are not videos listed as releasable in 51 O.S. § 24A.8(A). Although you cite *Lawson v. LeFlore County*, 2025 OK 87, for the proposition that jails are not law enforcement agencies, that case is not on point as it involved a public trust which operated a jail and did not otherwise meet the definition of "law enforcement agency" in the OORA because, unlike TPD, the trust was not "charged with enforcing state or local criminal laws". *Id.* at ¶ 22.

Records in the possession of TPD as part of a law enforcement investigation will not be released unless listed as releasable under 51 O.S. § 24A.8(A), and their release is denied under 51 O.S. § 24A.8(B)(1). Any requested records that are in the possession of the City other than as part of a law enforcement investigation will continue to be reviewed for releasability under the OORA.

Please advise if your client wishes to narrow his request to only those records which are about the deaths listed on page one of your letter.

Sincerely,

Becky M. Johnson
Sr. Assistant City Attorney &
Police Legal Advisor

EXHIBIT 6



LEGAL

DATE:

April 16, 2026

Leslie Briggs
Reporters Committee for Freedom of the Press
P.O. Box 471094
Tulsa, OK 74147
lbriggs@rcfp.org

RE: Letter dated March 30, 2026, concerning OORA request P014043-101025 of Garrett Yalch

The City of Tulsa ("City") and Tulsa Police Department ("TPD") are in receipt of your letter providing notice of potential litigation concerning a request for records made by your client Garrett Yalch for records concerning the municipal lockup¹ facility, asserting entitlement to the records under the Oklahoma Open Records Act, 51 O.S. §§ 24A.1 et seq. (the "OORA"). Per your letter, the specific OORA request is numbered P0104043-101025 ("the Request") and requests "all records related to" certain deaths, some of which occurred in the municipal lockup facility, and naming specific individuals, to wit, Brian Bonner, Afrika Carey, Jeffery Fetterhoff, Jeffery Mansell, Eva Pickle, and "any additional inmate deaths that have occurred since April 2025" (collectively referred to herein as "the Death Incidents").

Please be advised that attorneys for the City cannot accept notice for City officials nor for the City itself. You should provide any notice as required under the municipalities statutes. See, 11 OS Sec. 22-103. The City and its employees do not accept notice via email.

The City does not intend to release any additional records in response to the referenced Request. Thank you for your time.

Sincerely,
Becky M. Johnson
Sr. Assistant City Attorney

¹ Note that the City's facility is legally a lockup facility which differs from a jail under State law. See, 74 O.S. § 192.1(8) and (23).

EXHIBIT 7



Leslie Briggs <lbriggs@rcfp.org>

Response to Litigation Notice re: P014043-101025 by Garrett Yalch

Johnson, Becky <beckyjohnson@cityoftulsa.org>

Thu, Apr 30, 2026 at 8:44 AM

To: "lbriggs@rcfp.org" <lbriggs@rcfp.org>

Leslie, the City is in receipt of your notice of litigation on the OORA request numbered PO14043-10125 by Garret Yalch dated April 21, 2026, and served on the City Clerk on April 28, 2026. Please be advised that after a review of the records that were released to Mr. Yalch under this request number, it has been determined that there are additional records that will be released by TPD.

TPD expects to release some of the document records by May 13, 2025. However, it is believed that due to the time it will take to review, and possibly redact, some of the email and video files, some of those may not be released until after May 13, but TPD does intend to release them as soon as the redactions are completed.

The records will be released through Mr. Yalch's GovQA portal under the above-referenced request number, and he will be notified when the release is completed. Please advise if you have any questions. Thanks!

Becky

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Becky Johnson | Sr. Assistant City Attorney/Police Legal Advisor

City of Tulsa Legal Department

175 E. 2nd Street, Suite 685, Tulsa, OK 74103

T: 918-596-9308, 918-596-7717

F: 918-596-9330

E: beckyjohnson@cityoftulsa.org

www.cityoftulsa.org

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EXHIBIT 8

Public Records Center

 Home

 FAQs

 Submit a Request

 My Records Center

 Logout

FAQs

See All FAQs 

The process of Body Cam/Dash Cam request.

Are there fees required for copies of a Public Record?

What records are available under the Open Records Act?

How can I review records that the police department may maintain?

What is the subpoena process?

View File(s)

View Message(s)

[Request / Incident Summary](#)

Request Type: Public Records Request

Contact E-Mail: garrett@readfrontier.com

Reference No: P014043-101025

Status: Full Release

Balance Due: \$0.00

Payments: \$0.00

DOWNLOAD ALL

FILES		UPLOAD DATE
	CINC_benner.pdf	04/30/2026
	combine_Carey_Redacted.pdf	01/13/2026
	Combined_Bonner_Redacted.pdf	01/13/2026
	Releasable_combined_fetterhoff.pdf	01/13/2026
	Releasable_combined_Mansell.pdf	01/13/2026
	Releasable_Pickle_emails.pdf	01/13/2026
	bonner.jpg	10/30/2025
	CINC_2023002241_-_Pickle.pdf	10/30/2025
	CINC_2023025496-mansell.pdf	10/30/2025
	MANSELL.jpg	10/30/2025
	Mansell_A_B-1_Redacted.pdf	10/30/2025
	Mansell_A_B-2_Redacted.pdf	10/30/2025

 Home

 FAQs

 Submit a Request

 My Records Center

 Logout

FAQs

See All FAQs 

The process of Body Cam/Dash Cam request.

Are there fees required for copies of a Public Record?

What records are available under the Open Records Act?

How can I review records that the police department may maintain?

What is the subpoena process?

View File(s)

View Message(s)

Request / Incident Summary

Request Type: Public Records Request

Contact E-Mail: garrett@readfrontier.com

Reference No: P014043-101025

Status: Full Release

Balance Due: \$0.00

Payments: \$0.00

Files:		UPLOAD DATE	DOWNLOAD ALL
		10/30/2025	PICKLE.jpg
		10/30/2025	Pickle_A_B_Redacted.pdf
		10/30/2025	Bonner_-_jail_file.pdf
		10/30/2025	Bonner_A_B_Redacted.pdf
		10/30/2025	Carey_A_B_Redacted.pdf
		10/30/2025	Carey_jail_file_Redacted.pdf
		10/30/2025	CINC_2024052612-fetterhoff.pdf
		10/30/2025	CINC_2024053066-fetterhoff.pdf
		10/30/2025	CINC_2024063768-carey.pdf
		10/30/2025	CINC_2025007888-bonner.pdf
		10/30/2025	Fetterhoff_A_B_Redacted.pdf
		10/30/2025	Fetterhoff_jail_file.pdf

Additional Information

EXHIBIT 9



Leslie Briggs <lbriggs@rcfp.org>

garrett yalch requests

Johnson, Becky <beckyjohanson@cityoftulsa.org>

Tue, Jun 2, 2026 at 8:27 AM

To: Leslie Briggs <lbriggs@rcfp.org>

Cc: Beth Soja <esoja@rcfp.org>, Eric Feder <efeder@rcfp.org>

Hi, Leslie. The emails related to jail deaths will be released; they are in final stages of redaction and should be released soon.

Of the records listed on page 2 of the litigation notice, some of those records are Allied records and are in the City's possession due to the emails and will be turned over with those emails. As for others, if the City does not have possession of them, we don't have them to release so they will not be included. As an example, I am aware of there being at least one set of observation logs for one decedent that was attached to an email and will be released, but I don't believe those exist for all of the individuals. Video from cameras within the jail which is related to the deaths will also be released but needs to be reviewed for any redactions first.

The jail "incident reports" which Allied completes and sends to OKDHS will be released. TPD has determined it will not release police reports, detective supplementals, or other records found solely in the homicide investigation file as these are not listed as required to be released under 51 O.S. under 24A.8(A) and thus need not be released under 51 O.S. 24A.8(B)(1).

Let me know if you have additional questions. Thanks and have a good week.

[Quoted text hidden]

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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EXHIBIT 10



Tulsa Police Records
P.O. Box 1027
Tulsa, OK 74101

Remit To:

Tulsa Police Records
P.O. Box 1027
Tulsa, OK 74101

Bill To:

Garrett Yalch
401 South Boston Ave Suite 240
Tulsa, OK 74103

I Invoice Summary

Invoice No: INV26-P014043-1
Request Reference Number: P014043-101025
Invoice Date: 7/30/2026
Due Date: 8/29/2026
Status: Open
Balance Due: \$2,447.50

Category	Description	Details	Cost	Unit	Add Overhead	Total Quantity	Quantity Waived	Quantity Charged	Total
Redaction Time	\$50.00 per hour when redaction of audio or video is required		\$50.00	Per Hour	☐	48.95	0.00	48.95	\$2,447.50
								Sum	\$2,447.50

Totals:

Total: \$2,447.50
Payments: \$0.00
Balance Due: \$2,447.50



Garrett Yalch <garrett@readfrontier.com>

Frontier records request for video

22 messages

Brianna Bailey <brianna@readfrontier.com>
To: rperkins@cityoftulsa.org
Cc: Garrett Yalch <garrett@readfrontier.com>

Thu, Aug 6, 2026 at 4:47 PM

Major Perkins,
I'm reaching out about the attached invoice we received regarding Frontier Reporter Garrett Yalch's outstanding request for Tulsa police video. Is it possible to get a more detailed breakdown of what these fees are for and the reason we are being charged?

The Oklahoma Open Records 24A.5(4) states:
"if a request...would clearly cause excessive disruption of the essential functions of the public body, then the public body may charge a reasonable fee to recover the direct cost of record search and copying; however, publication in a newspaper or broadcast by news media for news purposes shall not constitute a resale or use of a record for trade or commercial purpose and ***charges for providing copies of electronic data to the news media for a news purpose shall not exceed the direct cost of making the copy.***"

Respectfully,

Brianna Bailey
Managing Editor,
The Frontier
www.readfrontier.org
brianna@readfrontier.com
[Subscribe to our newsletters](#)
Cell: 949-439-4855
Twitter: @briOKC

 **Invoice_INV26-P014043-1 (1).pdf**
96K

Perkins, Ryan <rperkins@cityoftulsa.org>
To: Brianna Bailey <brianna@readfrontier.com>
Cc: Garrett Yalch <garrett@readfrontier.com>

Mon, Aug 10, 2026 at 9:47 AM

Hello,

I left a message over a week ago with Mr. Yalch so we could discuss the expected costs for his request. I have not received a call back from him.

The invoice that you are referencing is the deposit that will be required to begin the redaction of the videos that have been requested. There are nearly 2900 minutes of video to redact before they can be released. It takes approximately 2 minutes for each minute of video to redact. This is a direct cost of copying as established in our current executive order.

This deposit is 50% of what we are estimating the time required for the redaction. Once the deposit is paid, we will begin the redaction process. Once the redaction is done, we will post the balance for the actual cost and once it is paid we can release the videos to Mr. Yalch.

Due to the large amount of time that will be required to redact this request, it will be many weeks or months before this will be released.

Please let me know if you have any further questions.

Major Ryan Perkins | Special Projects Division Commander

City of Tulsa Police Department

Special Projects Division

600 Civic Center

Tulsa, OK 74103

T: 918-596-9102

C: 918-607-7098

E: rperkins@cityoftulsa.org

www.cityoftulsa.org

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From: Brianna Bailey <brianna@readfrontier.com>
Sent: Thursday, August 6, 2026 4:47 PM
To: Perkins, Ryan <rperkins@cityoftulsa.org>
Cc: Garrett Yalch <garrett@readfrontier.com>
Subject: [External Mail] Frontier records request for video

Major Perkins,
I'm reaching out about the attached invoice we received regarding Frontier Reporter Garrett Yalch's outstanding request for Tulsa police video. Is it possible to get a more detailed breakdown of what these fees are for and the reason we are being charged?

The Oklahoma Open Records 24A.5(4) states:
"if a request...would clearly cause excessive disruption of the essential functions of the public body, then the public body may charge a reasonable fee to recover the direct cost of record search and copying; however, publication in a newspaper or broadcast by news media for news purposes shall not constitute a resale or use of a record for trade or commercial purpose and **charges for providing copies of electronic data to the news media for a news purpose shall not exceed the direct cost of making the copy.**"

EXHIBIT 11

From: Brianna Bailey <brianna@readfrontier.com>
Sent: Thursday, August 6, 2026 4:47 PM
To: Perkins, Ryan <rperkins@cityoftulsa.org>
Cc: Garrett Yalch <garrett@readfrontier.com>
Subject: [External Mail] Frontier records request for video

[Quoted text hidden]

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Garrett Yalch <garrett@readfrontier.com>
To: "Perkins, Ryan" <rperkins@cityoftulsa.org>

Mon, Aug 24, 2026 at 3:52 PM

Also, can you tell us what you intend to redact in the videos?

Garrett Yalch
Reporter, *The Frontier*
garrett@readfrontier.com
(918) 497-9001

[Quoted text hidden]

Perkins, Ryan <rperkins@cityoftulsa.org>
To: Garrett Yalch <garrett@readfrontier.com>

Mon, Aug 24, 2026 at 5:55 PM

I have not looked at the video. My understanding is that the videos cover all the time that the persons are at the jail.

There is a large list of things that we redact per state law. It includes, but is not limited to, Personal information, medical information, deceased persons who were not killed by law enforcement, serious bodily injury not caused by law enforcement, and many other things.

Major Ryan Perkins | Special Projects Division Commander
City of Tulsa Police Department
[600 Civic Center](#)
Tulsa, Ok 74103
T: 918-596-9102
C: 918-607-7098
E: rperkins@cityoftulsa.org

From: Garrett Yalch <garrett@readfrontier.com>
Sent: Monday, 24 August 2026 13:52:29
To: Perkins, Ryan <rperkins@cityoftulsa.org>
Subject: Re: [External Mail] Frontier records request for video

[Quoted text hidden]

Garrett Yalch <garrett@readfrontier.com>
To: "Perkins, Ryan" <rperkins@cityoftulsa.org>

Tue, Aug 25, 2026 at 2:55 PM

Hi Major Perkins,

Many thanks for your quick reply. It is our understanding that the redaction criteria you mentioned only apply to police bodyworn and dash camera video and not to jail surveillance video (24A.8, paragraph 9). Is there another statute that justifies these redactions? We want to make sure we don't pay for you all to go through the work of making lots of redactions that end up not being authorized under the law. We aren't currently aware of a statute that requires or allows redactions of jail surveillance video.

Garrett Yalch
Reporter, *The Frontier*
garrett@readfrontier.com
(918) 497-9001

[Quoted text hidden]

Perkins, Ryan <rperkins@cityoftulsa.org>
To: Garrett Yalch <garrett@readfrontier.com>

Wed, Aug 26, 2026 at 9:49 AM

Hey Garrett,

I just left you a message. I am working to find ways to make this less expensive. Could you please call me? I have couple questions that will help me try to lessen the cost for you.

Thanks,

Major Ryan Perkins | Special Projects Division Commander
City of Tulsa Police Department
600 Civic Center
Tulsa, Ok 74103
T: 918-596-9030
C: 918-607-7098
E: rperkins@cityoftulsa.org

From: Garrett Yalch <garrett@readfrontier.com>
Sent: Tuesday, 25 August 2026 12:55:54

[Quoted text hidden]

[Quoted text hidden]

Garrett Yalch <garrett@readfrontier.com>
To: "Perkins, Ryan" <rperkins@cityoftulsa.org>

Fri, Aug 28, 2026 at 8:00 AM

Hi Major Perkins,

We were able to get everything you sent downloaded yesterday. We really appreciate you getting this to us so quickly.

We wanted to see if you could double-check that you sent everything? There is lots of video included from the incidents on 5/31/2023 and 12/7/2024 but relatively little from 2/17/2025 (e.g., video from earlier in the day before he died, from his booking, outside his cell in the hours before he died). Also the video from his case doesn't include audio, unlike the others.

We were also expecting the death of Conor Spencer on 8/28/2025 to be included but don't see any files from it.

Please don't hesitate to call me if you have questions. Thanks so much again for your help!

Garrett Yalch

Reporter, *The Frontier*

garrett@readfrontier.com

(918) 497-9001

[Quoted text hidden]

Perkins, Ryan <rperkins@cityoftulsa.org>
To: Garrett Yalch <garrett@readfrontier.com>

Mon, Aug 31, 2026 at 7:40 AM

Hey Garrett,

Different investigators asked for different amounts of video over the years. Therefore, different amounts of video on different incidents.

Connor Spencer was not listed in the ORA request that we fulfilled, therefore no video of any incident with him was provided.

If you are interested in that video, you would need to submit another request.

Major Ryan Perkins | Special Projects Division Commander

City of Tulsa Police Department

Special Projects Division

600 Civic Center

Tulsa, OK 74103

T: 918-596-9030

C: 918-607-7098

E: rperkins@cityoftulsa.org

www.cityoftulsa.org

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EXHIBIT 12

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CAUTION: This email originated from outside of the organization. Do not reply, forward, click links, or open attachments unless you recognize the sender and know the content is safe. Please report using the Phish Alert button in the Outlook Desktop Client if this message contains potentially unsafe content.

Garrett Yalch <garrett@readfrontier.com>
To: Leslie Briggs <lbriggs@rcfp.org>

Wed, Sep 16, 2026 at 9:42 AM

----- Forwarded message -----

From: **Perkins, Ryan** <rperkins@cityoftulsa.org>
Date: Wed, Sep 16, 2026 at 8:32 AM
Subject: Re: [External Mail] Frontier records request for video
To: Garrett Yalch <garrett@readfrontier.com>

That is the only video in our possession.

We will look for the Spencer request as it comes to the team.

Major Ryan Perkins | Special Projects Division Commander

City of Tulsa Police Department
Special Projects Division
600 Civic Center
Tulsa, OK 74103
T: 918-596-9030
C: 918-607-7098
E: rperkins@cityoftulsa.org
www.cityoftulsa.org

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From: Garrett Yalch <garrett@readfrontier.com>
Sent: Tuesday, September 15, 2026 10:47 PM
To: Perkins, Ryan <rperkins@cityoftulsa.org>
Subject: Re: [External Mail] Frontier records request for video

Hi Major Perkins,

I wanted to follow up as to whether we can get any more video from the Bonner case. I made a separate request for Spencer.

Thanks again,

Garrett Yalch
Reporter, *The Frontier*
garrett@readfrontier.com
(918) 497-9001

On Mon, Aug 31, 2026 at 11:49 AM Garrett Yalch <garrett@readfrontier.com> wrote:

Hi Maj. Perkins: Understood. Would it be possible to get more video from the Bonner case on 2/17/25? Again we're interested in video with audio from earlier in the day before he died, from his booking, outside his cell in the hours before he died.

And, on Conor Spencer, I can make another request although my original request specified all city jail detainee deaths. Spencer was not among the five I knew of at the time and listed in the request. But I said to include any others not listed.

Many thanks again,

Garrett Yalch
Reporter, *The Frontier*
garrett@readfrontier.com
(918) 497-9001

On Mon, Aug 31, 2026 at 7:40 AM Perkins, Ryan <rperkins@cityoftulsa.org> wrote:

Hey Garrett,

Different investigators asked for different amounts of video over the years. Therefore, different amounts of video on different incidents.

Connor Spencer was not listed in the ORA request that we fulfilled, therefore no video of any incident with him was provided.

If you are interested in that video, you would need to submit another request.

EXHIBIT 13



Garrett Yalch <garrett@readfrontier.com>

Open Records Act Request Regarding Tulsa Municipal Jail

5 messages

Garrett Yalch <garrett@readfrontier.com>

Wed, May 20, 2026 at 4:26 PM

To: PressNA@aus.com

Cc: kari.garcia@aus.com, Stephanie.Albright@aus.com, cody.reese@aus.com, david.lane@aus.com, kelly.lewis@aus.com, Daniel.Cerquitella@aus.com

To Allied Universal:

My name is Garrett Yalch and I am a reporter with The Frontier, a nonprofit newsroom based in Tulsa, Oklahoma (garrett@readfrontier.com; 918-497-9001).

I am writing to submit a request for public records under Oklahoma's Open Records Act (ORA), Title 51 of the Oklahoma Statutes, Section 24A.

Allied Universal operates the Tulsa Municipal Jail pursuant to a contract with the City of Tulsa. As a private contractor supported in whole or in part by public funds for operating a public property (the Tulsa Municipal Jail), Allied Universal is a "public body" as defined by the ORA and subject to the ORA's disclosure requirements. See Okla. Stat. tit. 51, § 24A.3 (defining a public body as any entity, "supported in whole or in part by public funds or entrusted with the expenditure of public funds or administering or operating public property"). Courts in other states have reached the same conclusion under open records statutes in cases involving private contractors, including Allied Universal specifically. See, e.g., *In re Ochsner*, 298 N.C. App. 132, 911 S.E.2d 796 (2025), *rev. denied*, 924 S.E.2d 810 (N.C. 2026), ("The record shows that [Allied] falls within the definition of a public law enforcement agency...")

Pursuant to the ORA, I request copies of all records in Allied Universal's custody relating to the in-custody deaths of the following individuals in or following their detention at the Tulsa Municipal Jail:

1. Eva Darline Pickle (died January 14, 2023)
2. Jeffery Glen Mansell (died May 31, 2023)
3. Jeffrey Fetterhoff (died October 11, 2024)
4. Afrika Fulani Carey (died December 7, 2024)
5. Brian Bonner (died February 17, 2025)
6. Conor Spencer (died August 29, 2025)
7. Justin Benner (died September 19, 2025)

And any additional deaths of detainees that may have occurred and are not listed above since Allied Universal began operating the Tulsa Municipal Jail.

For each decedent, the request includes but is not limited to:

- incident and supplemental reports, use-of-force/restraint device reports, and internal reports or death investigation reports held by Allied
- Video or surveillance footage related to the deaths

- All communications (including emails, text messages, internal messaging platform messages) between Allied Universal employees regarding each individual or their death and communications between Allied Universal employees and the City of Tulsa, the Tulsa Police Department, or any other government agency regarding these deaths or issues related to them
- medical screening questionnaires and booking records
- records showing where detainees were housed and welfare check logs

The ORA requires a public body to respond promptly and to make records available for inspection or copying. Please respond on or before June 3, 2026.

Please do not hesitate to contact me at garrett@readfrontier.com or (918) 497-9001 if you have any questions or need clarification.

Thanks so much,

Garrett Yalch
Reporter, *The Frontier*
garrett@readfrontier.com
(918) 497-9001

Molly Drake <molly.drake@aus.com>
To: Garrett Yalch <garrett@readfrontier.com>

Fri, May 29, 2026 at 2:50 PM

Mr. Yalch,

Your Open Records Request was sent to me for handling. Please see Allied Universal's attached response.

Have a good weekend.

Molly

Molly Drake
VP, Associate General Counsel
Legal Services Group

Allied Universal
W: 470.989.5313 | C: 850.264.1536

EXHIBIT 14



May 29, 2026

VIA EMAIL

Garrett Yalch

garrett@readfrontier.com

Dear Mr. Yalch:

Allied Universal (“Allied”) writes in response to your request dated May 20, 2026, in which you assert that Allied is a “public body” subject to the Oklahoma Open Records Act (“ORA”), 51 O.S. § 24A, and request production of certain records that may be in Allied’s custody related to its work at the Tulsa Municipal Jail.

Allied respectfully disagrees with your position. Allied is a private contractor providing services to the City of Tulsa pursuant to a negotiated services contract. No Oklahoma court or Oklahoma Attorney General opinion has held that a private contractor becomes a “public body” subject to the ORA merely because it provides services to a municipality or is compensated with public funds. To the contrary, the Oklahoma Attorney General distinguishes between entities that are actually “supported” by public funds and private vendors that receive payment in exchange for the provision of goods or services.

As explained further below, Allied is not a “public body” under the ORA and is not subject to its disclosure requirements. It therefore will not be providing records in response to your request.

I. Allied Is Not a “Public Body” Under the Oklahoma Open Records Act.

A. The ORA Definition of Public Body Cannot Convert Private Contractors into Governmental Entities.

The ORA defines “public body” to include certain governmental entities and instrumentalities, as well as entities “supported in whole or in part by public funds,” “entrusted with the expenditure of public funds,” or “administering or operating public property.” 51 O.S. § 24A.3.(2).

That statutory language does not automatically transform every private contractor paid by a government entity into a public body. Allied is a private company that provides contracted services to the City of Tulsa in exchange for compensation under an arm’s-length agreement.

Accordingly, the relevant question is not whether Allied receives money that ultimately comes from public funds. Many private vendors do. The relevant question is whether Allied is “supported” by public funds, “entrusted with the expenditure of public funds,” or “administering or operating public property” in the sense required to make it a public body under Oklahoma law. It is not. Oklahoma Attorney General authority establishes that ordinary payment for contracted services does not qualify.

Nor does the phrase “administering or operating public property” convert every contractor that performs services at a public facility into a public body. Read in context, that phrase addresses an entity that has been entrusted with the administration or operation of public property in its own institutional capacity—not every vendor, subcontractor, staffing provider, maintenance provider, or services contractor whose work occurs on public property. Read otherwise, ordinary vendors providing food service, medical care, janitorial services, maintenance, security, technology, or staffing at public facilities would become public bodies solely because their services are performed on public property. This result would not align with Oklahoma Attorney General precedent or state law.

B. Oklahoma Attorney General Authority Distinguishes Public Support from Contract Payments for Services.

The Oklahoma Attorney General has addressed the distinction between public support and payment for services in the context of the ORA. Specifically, in 2002 OK AG 37, the Attorney General considered whether private organizations that contract with government agencies to provide goods or services become public bodies by receiving payment from public funds. The Attorney General concluded they do not:

Absent a contractual provision to the contrary, private organizations (either for-profit or non-profit) which contract to provide goods or services to the public on behalf of a governmental agency and receive payment from public funds merely as reimbursement for goods provided or services rendered, are not ‘supported’ by public funds and therefore are not subject to the requirements of the Oklahoma Open Meeting Act.

2002 OK AG 37 at ¶ 20.

The context of this opinion was the Oklahoma Open Meeting Act, but the Attorney General was interpreting the same operative concept: whether a private organization is “supported” by public funds. The Attorney General explained that “support” means something different from a quid pro quo exchange of services for payment for sunshine laws (such as the ORA). *Id.* at ¶¶ 15–17 (citing *Weston v. Carolina Research & Development Foundation*, 401 S.E.2d 161, 165 (S.C. 1991) (holding that private business enterprises “that receive payment from public bodies in return for supplying specific goods or services on an arms length basis” are not subject to the state’s sunshine laws)).

The Attorney General also recognized the practical consequence of a contrary rule:

Given the multitude of State contracts issued for both goods and professional services, it cannot be the intent of the Act that every private organization, either for-profit or non-profit, which receives payments for its goods or services from public funds becomes a public body subject to the Act.

Id. at ¶ 17. That reasoning applies here. Allied provides services to the City under a negotiated contract and is paid for those services—just the type of arm’s-length payment-for-services arrangement the Attorney General distinguished from public support.

Likewise, in 2020 OK AG 2, the Attorney General concluded that the Oklahoma Secondary School Activities Association was not a public body subject to the ORA where it was not supported by public funds, entrusted with public funds, or administering public property, and instead provided identifiable services in exchange for fees.

These opinions establish a trend across the years: payment from public funds is not enough. Something more is required before a private entity becomes a public body.

II. North Carolina Precedent Is Neither Relevant nor Binding and Does Not Establish ORA Coverage.

Your email references *In re Ochsner*, 298 N.C. App. 132, 911 S.E.2d 796 (2025), *rev. denied*, 924 S.E.2d 810 (N.C. 2026), for the proposition that another state concluded Allied was subject to open records laws and Oklahoma would therefore yield the same result.

But *Ochsner* does not support that conclusion for several reasons. First, *Ochsner* applied North Carolina law, not Oklahoma law. The statement that Allied fell within the definition of a “public law enforcement agency” turned on North Carolina’s statutory definition, which includes a “company police agency commissioned by the Attorney General.” N.C.G.S. § 132-1.4(b)(3). Oklahoma’s ORA has no “company police” category. Rather, the ORA definition of “law enforcement agency” begins with the prerequisite of “any *public body* charged with . . .,” 51 O.S. § 24A.3.(5) (emphasis added), so a non-public body such as Allied automatically would not qualify as a “law enforcement agency” under Oklahoma’s statute. Second, *Ochsner* was an unpublished decision of the North Carolina Court of Appeals without precedential effect. The North Carolina Supreme Court’s denial of review did not explicitly adopt the Court of Appeals’ reasoning, and the decision is certainly not binding on any Oklahoma court. Importantly, according to North Carolina Rule of Appellate Procedure 30(e)(3), an unpublished North Carolina Court of Appeals decision (such as *Ochsner*) “does not constitute legal authority.” Third, *Ochsner* ultimately affirmed denial of the requested disclosure. Therefore, even assuming that *Ochsner* has any bearing on Oklahoma law, which it does not, it still would not stand for the broad proposition that Allied must produce all records in response to any public-records request.

At most, *Ochsner* reflects a North Carolina-specific conclusion under a North Carolina statutory scheme. It does not establish that Allied is a “public body” under the Oklahoma ORA.

III. Conclusion

For the foregoing reasons, Allied respectfully declines your request.

Respectfully,

Signed by:

0BD02CF2062B4DB...

Molly Drake
VP, Associate General Counsel
Allied Universal