

Detention Services Agreement
By And Between
CommunityWorks, LLC
And the
County of Muskogee

This Agreement made this 1st day of July 2023, between CommunityWorks, LLC, a corporation duly registered in the State of Oklahoma and the county of Muskogee, a political subdivision of the State of Oklahoma, hereinafter referred to as "Contracting County".

Whereas, after January 1, 1988, no child shall be detained in any jail, adult lockup or other adult detention facility except as provided in 10A O.S. Section 2-3-101; and

Whereas, a Board of County Commissioners shall have the authority pursuant to 10A O.S. Section 2-3-103 to enter into a contract with and to pay a public agency, private agency, or a Board of County Commissioners of another county for juvenile detention services in a juvenile detention facility and for alternatives to secure detention; and

Whereas, the Board of County Commissioners of Pottawatomie County Juvenile Detention Center (Carter Hall); and

Whereas, the Contracting County desires to contract with CommunityWorks, LLC for the purpose of detaining juveniles at the Pottawatomie County Juvenile Detention Center (Carter Hall);

It is hereby agreed as follows:

1. Term- This agreement shall be in effect until June 30, 2024, provided, however, that in the event the respective Boards shall each approve a renewal of the agreement, on or after July 1 of each fiscal year, then this agreement shall remain in effect for each succeeding fiscal year. Either party may terminate this agreement at any time by giving the other party thirty (30) days written notice.
2. Services- The parties hereby agree that CommunityWorks, LLC shall provide and make available to the Contracting County the detention services and facilities of the Pottawatomie County Juvenile Detention Center (Carter Hall) on a space available basis as determined by CommunityWorks, LLC.

3. Admission- The following provisions apply:

- a.) Admission shall be allowed only by written order of a Judge of the District Court with jurisdiction to hear the matter. Said order shall include authorization for necessary emergency and non-emergency care for the child. Contracting County authorities who transport a child to the Pottawatomie County Juvenile Detention Center (Carter Hall) shall bring with the child available arrest reports and social information including, but not necessarily limited to: child's name and date of birth; parent's names, address, and telephone number if known; and offense for which the child is being detained.
- b.) All children referred to the Pottawatomie County Juvenile Detention Center (Carter Hall) will be screened by the Contracting County and be determined eligible for placement in a secure detention facility by utilizing the detention screening guidelines adopted by the State Judicial Oversight Committee of Juvenile Justice.

4. Detention- The following provisions apply:

- a.) If a Juvenile is likely to be detained for more than thirty (30) days, the Contracting County must conduct a show cause hearing pursuant to 10A O.S. Section 2-3-101(a) and issue a new detention order prior to the expiration of the thirtieth (30th) day of the detention for an additional thirty (30) days.

5. Transportation- With the exception of transportation for emergency medical care as set out in paragraph 8, the Contracting County shall provide all transportation, including to and from the detention site, for its children who are placed in the Pottawatomie County Juvenile Detention Center (Carter Hall).
6. Notification- Prior to transporting any child to the Pottawatomie County Juvenile Detention Center (Carter Hall), it shall be the responsibility of Contracting County Authorities to notify, if possible, said child's parents of his/her apprehension and the plans for detention in Pottawatomie County. It shall also be the responsibility of the Contracting County to make reasonable efforts to inform the parents of such children of the Pottawatomie County Juvenile Detention Center (Carter Hall)'s visiting hours and applicable rules.

7. Judicial Proceedings and OJA Services- All judicial proceedings involving, and all Office of Juvenile Affairs obligations to the Contracting County's children shall remain the responsibility of the Contracting County's courts and the Contracting County Office of the Oklahoma Office of Juvenile Affairs. In particular, it is the responsibility of the Contracting County to assure that any child it sends to the Pottawatomie County Juvenile Detention Center (Carter Hall) receives the legal representation he/she is entitled to under the law. Further, authorities should notify the child's attorney of record of his/her detention. The Contracting County should also arrange for frequent (daily, if possible) contact between the detained child and his/her Office of Juvenile Affairs Caseworker.
8. Medical Attention- The contracting County shall be responsible for the non-emergency medical treatment of any child sent to the Pottawatomie County Juvenile Detention Center (Carter Hall). Any Contracting County child so detained who requires emergency medical attention due to developments after admission will be taken to a medical facility in Pottawatomie County by CommunityWorks, LLC or Pottawatomie County personnel after it has been determined that the Pottawatomie County Juvenile Detention Center (Carter Hall)'s on-site medical treatment is not adequate. If a Contracting County child is treated for such a medical emergency in Pottawatomie County, responsibility for payment of such medical services rests with the child's parents, legal guardians, or the Contracting County. In no event will Pottawatomie County or CommunityWorks, LLC be responsible for the costs of any medical services for a child admitted to the Pottawatomie County Juvenile Detention Center (Carter Hall) by a Contracting County. The Contracting County shall be responsible for providing CommunityWorks, LLC with all medical prescriptions at the time of intake and refills as required.
9. Cost- The parties agree that CommunityWorks, LLC shall be reimbursed for the provision of juvenile detention services by the Contracting County, upon the presentation of a claim, at the rate of forty-four dollars and fifty cents (\$45.50) a day per child.
10. Liability- The parties agree that each party shall be responsible for its own negligence, if any, in the delivery of services pursuant to this contract. Neither party, by executing this agreement, assumes any liability for acts of omission or commission of the other. Pottawatomie County and CommunityWorks, LLC shall be liable only for the delivery of custodial services at the Pottawatomie County Juvenile Detention Center (Carter Hall), and the Office of Juvenile Affairs and the Contracting County shall retain all responsibility of the determination and duration of the detention of its juveniles.

Approved this _____ day of _____, 20__

Chief Executive Officer, CommunityWorks, LLC

ATTEST

Approved as to form:

J. Edward
Assistant District Attorney
_____ County

Approved this 3rd day of July, 2023

Board of County Commissioners
Muskogee, Oklahoma

Kenneth Payne
Chairman

Dee Dee
County Clerk

King
Member

Kelly
Member

