

Detention Services Agreement By and Between The Board of County  
Commissioners for Creek County and The Board of County Commissioners,  
for  Muskogee  County, Oklahoma

THIS AGREEMENT made the  1<sup>st</sup>  day of  July, 2024 , between the Board of County Commissioners for Creek County on behalf of the Creek County Juvenile Detention Center, hereinafter referred to as "CCJJC" and the Board of County Commissioners of  Muskogee  County, Oklahoma, hereinafter referred to as "User County".

RECITALS

- 1) **Whereas**, the State of Oklahoma has mandated pursuant to 10A O.S. § 2-3-103 that each county shall make provisions for the temporary custody of juveniles in a juvenile detention facility certified by the Office of Juvenile Affairs pursuant to 10A O.S. § 2-3-103, and
- 2) **Whereas**, it is mandated no child shall be detained in any jail, adult lockup, or other detention facility except as provided in 10A O.S. § 2-3-103 (C) (3), and
- 3) **Whereas**, Creek County Juvenile Justice Center shall have the authority pursuant to 10A O.S. § Section 2-3-104 to enter into contracts with other government entities for juvenile detention services, and
- 4) **Whereas**, the Creek County Sheriff operates the Creek County Juvenile Detention Center, and
- 5) **Whereas**, it is the position of this Board of County Commissioners that it is in the health, welfare and safety interests of the taxpayers of Creek County and Northeast Oklahoma, and in the long-term interest of juvenile offenders, that the Creek Board of County Commissioners support the Creek County Juvenile Justice Center its efforts to comply with this State mandate,
- 6) **Therefore**, until or unless deemed improper or otherwise directed by the State Legislature, it shall be the policy of the Creek Board of County Commissioners to permit and encourage the Creek County Juvenile Justice Center, subject to a final vote of approval of the Creek Board of County Commissioners, to initiate contracts with other counties to provide additional bed space in the Creek County Juvenile Detention Center for juvenile offenders as contracted with approved counties of the State subject to the terms and conditions outlined herein, and
- 7) **Whereas**, a Board of County Commissioners shall have the authority pursuant to 10A O.S. § 2-3-103 (C)(3)(c) 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

8) **Whereas**, pursuant to 10A O.S. § 2-3-103 (C); the CCJJC is certified and licensed by the Office of Juvenile Affairs (OJA) to operate a facility with secure detention beds; meeting written rules, policies and procedures for certification pursuant to 10 O.S. § 2-7-603 and as promulgated by the Board of Juvenile Affairs; and

9) **Whereas**, the User County desires to contract with the Creek County BOCC for the purpose of detaining juveniles at the Creek County Juvenile Detention Center:

IT IS HEREBY AGREED AS FOLLOWS:

1. TERM:

This Agreement shall be in effect until the 30<sup>th</sup> day of June, 2025, 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:

Creek County Juvenile Detention Center shall provide and make available to the User County the services and facilities of the CCJJC in Bristow, Oklahoma, on a space available basis, as determined by CCJJC, subject to the following terms and conditions in relation to juvenile cases arising in the User County under Title 10A of Oklahoma Statutes and requiring detention of certain juveniles.

3. FILING:

It shall be the responsibility of User County authorities to file a petition within five (5) judicial days after a juvenile is taken into custody as per Title 10A of the Oklahoma Statutes and provide a copy to the CCJJC.

4. REFERRAL AND ADMISSION:

Prior to admission, all juveniles referred to CCJJC for secure detention will be screened by the User County's Office of Juvenile Affairs (OJA), Juvenile Services Unit or other designated persons and will be determined eligible for placement in a secure detention facility by utilizing the detention screening guidelines and Screener in the JOLTS system. Space availability will be determined by the CCJJC Facility Administration based on the projected needs of Creek County Law Enforcement Agencies.

During the referral process, the User County or referring party must advise CCJJC of all pertinent information relating to the juvenile, including, but not limited to, any known suicide attempts, suicidal threats, threats of violence towards others, medications, and medical conditions, etc. Juveniles under the influence of drugs or alcohol will have medical clearance obtained by the User County, prior to admittance to CCJJC. This medical clearance must be provided to CCJJC at the time of admittance. The User County is also responsible to make certain any medications the resident is currently taking are brought to detention with the

juvenile at the time of admission. It is the responsibility of User County to make all necessary arrangements that medications of this type are timely refilled and delivered to CCJJC. Any juvenile arriving without medically necessary prescription medication may be refused until the medication is received.

All admissions shall be approved by CCJJC in advance of transportation to the Center. It shall be the responsibility of the User County authorities to initiate and obtain the detention authorization for the juvenile. A written detention order of the District Court for the User County shall be delivered to CCJJC in one of three methods: (1) by facsimile prior to the transportation and delivery of the juvenile (918) 367-9310; or (2) hand-delivery to CCJJC by User County's transportation officer delivering the juvenile to CCJJC; or (3) by verbal order of User County's District Court Judge providing that the written detention order is delivered by 5:00 p.m. of the next judicial day. Acceptance of verbal detention orders shall only be granted in cases of exigent circumstances and in CCJJC's discretion. CCJJC shall advise the User County if beds are not available.

#### 5. REPORTS AND COURT ORDERS:

All copies of the written detention orders shall include: the name and signature of the User County's juvenile judge, the full name of the juvenile, the date of admission to CCJJC, and authorization for emergency and/or necessary medical, dental and mental healthcare. Necessary reports from User County shall include: arrest information, a written list of all known significant medical issues, identification and all contact information of adult to be notified in case of a medical emergency.

Prior to release of the juvenile from CCJJC, the User County shall provide to CCJJC a written release order which shall state the juvenile's name, the date the juvenile is to be released, a clear identification of the person to whom release of the juvenile is authorized and the juvenile judge's signature. Said written release order shall be received by CCJJC prior to the release.

The Judge of the Juvenile Division, having administrative authority of the District Court and CCJJC, reserves the right to order the release of any juvenile detained in CCJJC to the appropriate User County Authorities. It shall be the responsibility of the User County authorities to arrange for immediate transport.

#### 6. NOTIFICATION:

Prior to transporting any juvenile to the CCJJC, it shall be the responsibility of the User County to notify such juvenile's parents of said juvenile's apprehension and detention. Further, that prior to the juvenile's detention hearing, the User County should notify his/her attorney of record of his/her detention.

#### 7. TRANSPORTATION:

With the exception of transportation for emergency healthcare arising subsequent to admission to CCJJC as described herein, User County will provide transportation to and from the CCJJC for all of its juveniles who are detained at the Center. CCJJC will only transport for medical reasons that are addressed in Section 8 of this Agreement.

## 8. MEDICAL NEEDS:

Any juvenile detained in CCJJC requiring emergency health attention shall be taken to local health care facilities by CCJJC. The User County shall be notified within 24 hours or by the close of the next judicial day. It is the responsibility of the User County to provide any needed security if the juvenile is hospitalized. User County shall be immediately notified of any non-emergency illness or injury, as determined by medical staff at CCJJC, occurring subsequent to the juvenile's admission. In non-emergency situations, the User County may elect to transport the juvenile to be treated within the User County and transportation of said juvenile shall be the sole responsibility of the User County.

Financial responsibility for all medical services, whether emergency or not, shall be with the parents, legal guardians or legal custodians of the juvenile and/or the User County. User County agrees to pay for all payments due or expenses incurred for said juvenile, except such expenses as may be occasioned by the negligence of CCJJC. Creek County bears no responsibility to collect payment from the parents, legal guardians or legal custodians of the juvenile and/or the User County.

## 9. JUDICIAL PROCEEDINGS and OJA SERVICES:

All judicial proceedings and OJA services regarding the User County's juveniles detained in CCJJC shall be the responsibility of the User County. It shall be the responsibility of User County to provide CCJJC with necessary written judicial orders such as, but not limited to: secure detention, release from detention, transportation, emergency medical/mental health treatment, and temporary releases.

It shall further be the responsibility of the User County to ensure that legally proper detention hearings are timely conducted with the resulting copies of written court orders being received by CCJJC with a written judicial order for secure detention, an order for a juvenile to be released from detention, orders to transport, authorization for emergency medical treatment, temporary release orders, and any medication the resident is currently taking. Juveniles adjudicated as Youthful Offenders shall only be eligible for admission after being placed in the temporary custody of the Office of Juvenile Affairs. Juveniles shall not be accepted into the CCJJC or retained by the CCJJC, after they have reached their eighteenth (18th) birthday.

## 10. JUDICIAL REVIEW:

Whenever the District Court of the User County orders a juvenile to be held in the CCJJC, that order of secure detention shall remain in force and effect for not more than ten (10) judicial days after such order. Upon application of the User County's District Attorney and after a hearing on such application, the District Court of the User County may extend the effective period of such an order for an additional period not to exceed ten (10) judicial days after such hearing. The total period of preadjudicatory or predisposition detention shall not exceed the ninety (90) day limitation as specified by the Oklahoma Juvenile Code. No preadjudicatory or predisposition detention order shall remain in force and effect for more than thirty (30) days. The District Court of the User County, for good and sufficient cause shown, may extend the effective period of such an order and additional period not to exceed sixty (60) days.

It is the responsibility of User County to make certain that the juvenile shall be present at the

hearing on the application of extension unless, as authorized and approved by the Court, the attorney for the juvenile is present at the hearing and the juvenile is available to participate in the hearing via telephone or video conference communication. Telephone or video conference communication will be scheduled by user county and CCJJC no less than 24 hours prior to said hearing, by calling 918 216-1780. After the hearing, the District Court of the User County must either order continued detention at CCJJC, order the juvenile detained, be moved to another placement, or order the juvenile released.

11. OBSERVATION NOTES:

While a juvenile, detained upon the request of the User County, is a resident in the CCJJC, the CCJJC will provide observation notes or other information on a juvenile, upon request from the User County.

12. PAYMENT:

The parties agree that the CCJJC shall be reimbursed for the provision of juvenile detention service by the User County, upon the presentation of a claim, at the rate of eighty-five dollars (\$85.00) per day per child. Such claim shall include additional charges as may become necessary during a child's detention such as, but not limited to, use of deputies to guard juveniles in a medical facility outside of the CCJJC, billed at their hourly rate, and mileage at the IRS approved rate (65.5 cents per mile as of this contract date). These additional charges are set out in Exhibit "A" attached and incorporated by reference hereto. Claims will be issued on the 10th day of each month; and payment will be expected by the 10<sup>th</sup> day of the following month.

13. 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. CCJJC shall be liable only for the delivery of custodial services at the CCJJC. The User County Court shall retain all legal responsibility for the determination and duration of the detention of its juveniles. In the event a juvenile of User County detained in CCJJC under this Agreement causes damages or participate in causing of damages to the CCJJC facilities, furnishings, equipment, or any other property located at the Detention Center Creek County reserves the right to file appropriate charges against the juvenile for reimbursement of damages and/or seek the benefit of the insurance provided by User County pursuant to Section 14 of this Agreement. The foregoing reservation of rights by Creek County does not limit or diminish the rights of Creek County and/or CCJJC to seek recovery from User County for all damages caused by a juvenile of User County. User County acknowledges and accepts liability for all damages caused a juvenile of User County, without limitation or modification by the terms of any insurance contracts or award of reimbursement against the juvenile.

14. INSURANCE:

Pursuant to 10A O.S. § 2-3-104, the Board of County Commissioners of User County shall provide to CCJJC a certificate of insurance coverage in amounts sufficient to meet the limits of liability provided in the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 *et seq.*) as set out in 51 O.S. § 154 for any tort liability risk incurred as a result of providing or

providing for the temporary detention of juveniles in CCJJC pursuant to the provisions of the Oklahoma Juvenile Code. **This certificate of insurance must be received and approved by the Creek County District Attorney's Office before any juvenile of User County can be admitted to CCJJC.**

15. MODIFICATION OR TERMINATION:

This agreement may be modified with the written approval of both parties or may be terminated by either party upon thirty (30) days written notice to the other party.

15. MISCELLANEOUS PROVISIONS:

The failure of either party to enforce any of the provisions of this Agreement, or a waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

APPROVED this 24<sup>th</sup> day of June, 2024.

BOARD OF COUNTY COMMISSIONERS

Muskogee COUNTY, OKLAHOMA  
User County

[Signature]  
Chairman

[Signature]  
Member

[Signature]  
Member

 [Signature]  
Muskogee County Clerk

APPROVED as to form:

[Signature]  
Assistant District Attorney

Muskogee County, Oklahoma

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_ COUNTY, OKLAHOMA  
Creek County

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
County Clerk

APPROVED as to form:

\_\_\_\_\_  
Assistant District Attorney

\_\_\_\_\_ County, Oklahoma  
Creek County

Acknowledgment

\_\_\_\_\_ Creek County Juvenile Detention Center  
Juvenile Director or Creek County Sheriff Official



**Bret Bowling**  
**Sheriff**



**Joe Thompson**  
**Undersheriff**

Creek County Sheriff's Office  
301 E Lee Sapulpa, OK 74066  
Ph. 918-227-6374  
Fax. 918-227-6422

**"Exhibit A"**

Fiscal Year 2024 to 2025

**TRANSPORT AND MILEAGE COST**

Sending County juveniles transported from the Receiving County (Creek County Juvenile Justice Center) to any other facility such as, but not limited to, other detention centers, any hospital or mental health facility, will be billed sixty-five- and one-half cents (¢.65.5) per mile and thirty-eight dollars and sixteen cents (\$38.16) per hour the deputies worked as provided in item 12 (PAYMENT) in the Creek County Juvenile contract.

DATE OF TRANSPORT: \_\_\_\_\_

FACILITY TRANSPORTED TO: \_\_\_\_\_

INITIALS OF JUVENILE: \_\_\_\_\_

SENDING COUNTY OR TRIBE: \_\_\_\_\_

MILES TRAVELED (IF BILLABLE): \_\_\_\_\_

BEGINNING MILES: \_\_\_\_\_

ENDING MILES: \_\_\_\_\_

HOURS WORKED: \_\_\_\_\_ Deputy \_\_\_\_\_

**\*\*Rates are subject to the adjustment of average daily cost or hourly deputy cost.**

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_