

Comanche County Juvenile Detention Center



Maryann Standridge Superintendent

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May 27th, 2025

Muskogee County Commissioners 400 W Broadway Muskogee, OK 74401

Dear Commissioners:

Enclosed is the annual contract with the Comanche County Regional Juvenile Detention Center (CCRJDC) regarding juvenile secure detention services for juvenile offenders for the 2025-2026 fiscal year.

As required, it is the responsibility of CCRJDC to express any major changes or new requirements as set forth by Oklahoma State Office of Juvenile Affairs (OJA) for each contract year. The resident per day rate will increase from the current rate of \$40.00/day to \$60.00/day. CCRJDC has not had a resident per rate increase since the 2016-2017 fiscal year.

CCRJDC staff work extremely hard and take much pride in its reputation for focusing on the welfare, safety, and security of all referrals placed for detainment while at the same time being budget conscience regarding daily operational costs.

The increase comes in the wake of a 42% increase in operational costs specifically, with residents having mental health and medical problems that need special professional care, the rising cost of resident supplies and clothing, the necessity of preserving staffing ratio's; as well as, maintaining current programming services that benefit the residents of CCRJDC.

Please review the contract to your satisfaction. If the contract is acceptable, please sign 4 (four) copies of the approved contract and return the original contracts back to sender in the enclosed envelope. When all parties have executed the contract, the original contract will be on file with the Comanche County Clerk, one original will be on file at the Comanche County Regional Juvenile Detention Center, one original will be on file with the Oklahoma Office of Juvenile Affairs, and an original will be forwarded to you for your records.

In closing, if you should have any questions or need any assistance, please feel free to contact me at (580) 357-2250. You may also speak to the CCRJDC Deputy Superintendent, Andrea Johnson, at the same number if I am unavailable.

Sincerely,

Maryann Standridge, Superintendent

Comanche County Juvenile Detention Center

Encl.



CONTRACT AND AGREEMENT FOR JUVENILE DETENTION SERVICES

THIS CONTRACT AND AGREEMENT FOR JUVENILE DETENTION SERVICES (hereinafter "Agreement") is entered into this **1st day of July, 2025**, between the County of Comanche, a political subdivision of the State of Oklahoma, and the County of Muskogee, a political subdivision of the State of Oklahoma.

WHEREAS, Comanche County operates and is the site of the statutorily authorized "Comanche County Regional Juvenile Detention Center" (hereinafter referred to as "Detention Center"), located in Lawton, Comanche County, Oklahoma; and,

WHEREAS, Muskogee County desires access to the Detention Center for the purpose of detaining certain juveniles coming within the jurisdiction of the Muskogee County District Court and having been determined to require detainment in a Detention Center as authorized by statute; and,

WHEREAS, the Detention Center is operated by the statutorily constituted Comanche County Juvenile Bureau (hereinafter "CCJB"), and is subject to the supervision of the District Court of Comanche County; and,

WHEREAS, this Agreement is authorized pursuant to 10A O.S. Section 2-3-103 and 2-3-104

NOW THEREFORE, the parties hereto agree as follows:

- 1. <u>Services:</u> Comanche County shall provide the necessary and required services for the purpose of detaining juveniles appropriately designated for detention at the Detention Center as provided by Statute.
- 2. <u>Admission:</u> A juvenile from Muskogee County shall be admitted to the Detention Center only upon the written order or verbal authorization, with written order to follow, of the appropriate Judge of the Muskogee County District Court with jurisdiction over said juvenile. The admission of a juvenile from Muskogee County shall be subject to the availability of space and the rules of admission of the Detention Center. One of the rules for admission is that each juvenile admitted into the Detention Center must have a contingency plan.
- 3. Release: A juvenile placed in the Detention Center at the request of Muskogee County shall not be released except upon the written order or verbal authorization by judge or authorized personnel, with written order to follow, from the appropriate Judge of the District Court of Muskogee County or as otherwise provided herein or by statute. In the event that the Detention Center reaches capacity and additional bed space is required, the appropriate authorities of the CCJB shall utilize the detention priority guidelines in determining the detainees to be released from the Detention Center. Should the release of a detainee from Muskogee County be necessary pursuant to said guidelines, the appropriate Juvenile Affairs worker from Muskogee County will be notified by Detention Center personnel. The CCJB and Detention Center personnel will give as much advance notice as is possible, but none is required. Upon notification, the Juvenile Affairs worker from Muskogee County shall be responsible for notifying the detaining Judge of the release of any detainee pursuant to said guidelines and the Office of Juvenile Affairs worker shall assist in the immediate execution of the juvenile's contingency plan in order to facilitate the release of the juvenile from the Detention Center. In the event that the contingency plan is not

implemented in a timely manner, the appropriate authority at the Detention Center and/or CCJB reserve the right to release the juvenile in order to admit a higher priority offender.

- 4. <u>Transportation:</u> Muskogee County shall be responsible for all transportation, to and from the Detention Center, of detainees from Muskogee County. Muskogee County shall be responsible for all transportation associated with execution of the detainee from Muskogee County's contingency plan.
- 5. Costs: Muskogee County agrees to pay sixty-dollars and zero cents (\$60.00) per juvenile/detainee, per day, while he or she is detained at Comanche County Regional Juvenile Detention Center ("Detention Center"). The Detention Center will submit a claim as required by Muskogee County. Parties agree that such claim shall normally be submitted no later than the tenth day of each month and that reimbursement for the same will be received no later than the last day of each month. It is understood by both parties that this daily charge does not include reimbursement for any expenditure(s) made by the Detention Center for medical/dental care or expenses associated with medical/dental treatment of Muskogee County's detained juvenile. Expenses of this nature will be billed in the same manner as outlined above as additional charges over and above the daily detention service fee. Reimbursement for such additional charges will be made by Muskogee County pursuant to the same conditions set forth above for payment for the daily rate. In the event of a billing error, discrepancy, or oversight, both Parties agree that a revised claim may be submitted at any time after the error is discovered and proper claims shall be paid for services rendered by the end of the month that the revised claim is submitted.
- Medical/Dental Attention: In the event medical/dental treatment and/or emergency medical/dental treatment is deemed necessary, the Detention Center shall take whatever action is deemed appropriate to provide said medical/dental attention as required by law. Notice of such treatment and/or emergency treatment shall be given to the appropriate Office of Juvenile Affairs representative (Department of Juvenile Justice) at the earliest reasonable time. The Office of Juvenile Affairs representative is responsible for contacting the appropriate Judge. In the event non-emergency medical/dental treatment is deemed appropriate by the Detention Center, notice shall be given to the appropriate Office of Juvenile Affairs (Department of Juvenile Justice) representative, provided that if the child is in the custody of the Department of Juvenile Justice, notice shall be given to the Department of Juvenile Justice for the purpose of making arrangements for said non-emergency medical/dental treatment. It is the responsibility of Muskogee County to provide any needed security if the juvenile is hospitalized. Financial responsibilities for all medical/dental services, whether emergency or not, shall be with the parents, legal guardians or legal custodians of the juvenile and/or Muskogee County. Muskogee County agrees to pay direct or reimburse the Detention Center for all costs and expenses involved or incurred for either emergency or non-emergency medical/dental treatment incurred for said juvenile, except such expenses as may be occasioned by the negligence of CCRJDC or its employees. Comanche County bears no responsibility to collect payment from the parents, legal guardians or legal custodians of the juvenile and/or Muskogee County. Said costs and expenses shall be paid within thirty (30) days after notice is given of the said expense to Muskogee County. Muskogee County is responsible for all medical/dental costs of its juveniles/detainees.
- 7. <u>Damages:</u> In the event a Muskogee County detainee causes or participates in the causing of damages to the Detention Center facilities, furnishings, equipment or any other property located at the Detention Center, Comanche County reserves the right to file appropriate charges against the juvenile.
- 8. <u>Liability:</u> Muskogee County shall hold harmless and reimburse Comanche County for any costs or expenses arising out of any liability caused by or to a Muskogee County detainee/juvenile, Muskogee County employees, personnel, or otherwise, which occurs at the Detention Center. Provided, however, that Muskogee County shall not be responsible for any liability that results from the negligence of the operation of the Detention Center.
- 9. <u>Termination:</u> This Agreement shall terminate on the **30th day of June 2026**. Either party may terminate this Agreement prior to said date by giving thirty (30) days written notice.

- 10. <u>Modification:</u> This Agreement is entered into based upon existing state statutes. Both parties acknowledge and agree that in the event of a change in the provisions or terms of the contract or state law, this contract shall be amended accordingly.
- 11. <u>Termination Due To Unavailability Of Funding:</u> Comanche County may terminate the contract in the event that Comanche County is not granted funding to pay for the services herein described or in the event that funding is lost due to a reduction in the budget.

Approved by the Board of County Commissioners of Comanche County, Oklahoma	Approved by the Board of County Commissioners of Muskogee County, Oklahoma
This day of, 2025	This day of 2025
Commissioner,	Commissioner-Muskogee County
Chairman	Chairman
	Kath Lon (a)
Commissioner,	Commissioner Muskogee County/
Vice Chairman	Vice Chairman
	Somefle, Low
Commissioner,	Commissioner-Muskogee County
Member	Member
(Soal)	
(Seal) Carrie Tubbs,	County Clerk-Muskogee County
COUNTY CLERK	OKLAHOM
Approved as to Form:	acting
District Attorney Comanche County, Oklahoma	District Attorney Muskoger County, Oklahoma
BY: MY	BY: BY: