

APPROVED
12/26/2019

INTERLOCAL AGREEMENT
FOR THE OPERATION OF
TULSA COUNTY ALTERNATIVE COURT PROGRAMS

by and between

The Board of County Commissioners of Tulsa County, Oklahoma,

and

The District Court of Tulsa County, State of Oklahoma

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the Board of County Commissioners of Tulsa County, Oklahoma, a political subdivision of the State of Oklahoma (the "County"), and the District Court of Tulsa County, State of Oklahoma, by and through the Presiding Judge for Judicial District No. 14 (the "District Court"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the County has established and funds a pretrial program to be utilized by the District Court under 22 O.S. § 1105.3, such program known locally as "Court Services;"

WHEREAS, Court Services, at the direction and for the benefit of the District Court, is authorized under 22 O.S. § 1105.3 to screen, evaluate and obtain criminal history records on arrestees (aka "offenders") in order to provide a written report and recommendation to the judge who can then make a reasonable decision concerning appropriate conditions for pretrial release;

WHEREAS, Court Services, at the direction and for the benefit of the District Court, is also authorized under 22 O.S. § 1105.3 to provide different methods and levels of community-based supervision to meet any court-ordered conditions of release, including, but not limited to, GPS monitoring, home zone identification, curfew enforcement, urinalysis testing, alcohol monitoring, contact-based supervision, court attendance tracking and absconder location services;

WHEREAS, Court Services, at the direction and for the benefit of the District Court, provides pretrial release services to the Court pursuant to Oklahoma's Pretrial Release Act, 22 O.S. §§ 1105.1 et seq.;

WHEREAS, subject to the availability of funds, the District Court is authorized under 22 O.S. § 471.1 to establish and has established a Drug Court Program for substance abuse treatment of eligible offenders which expedites the criminal case, and requires successful completion of the plea agreement;

WHEREAS, subject to the availability of funds, the District Court is authorized under 22 O.S. § 472 to establish and has established a Mental Health Court Program to expedite the case

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and explore alternatives to incarceration for offenders who have a mental illness or a developmental disability, or a co-occurring mental illness and substance abuse disorder;

WHEREAS, subject to the availability of funds, the District Court has established a Veterans Court Program to explore alternatives to incarceration for eligible offenders who are veterans;

WHEREAS, for the past several decades the District Court's Drug Court Program, Mental Health Court Program and Veterans Court Program ("Alternative Court Programs") have used a vendor to provide the infrastructure for its Alternative Court Programs. The vendor, a non-profit corporation known as Community Service Council has assisted the Court with its Alternative Court Programs pursuant to agreement with the District Court;

WHEREAS, subject to the availability of funds, the Parties would like to hire the services of key personnel previously employed by Community Service Council, and subject to the availability of funds, to hire anyone else the District Court deems appropriate, to serve as the Alternative Court Programs staff for Tulsa County District Court;

WHEREAS, the Alternative Court Programs staff are considered judicial personnel subject at all times to the direction, management and control of the District Court Judge who administers the Alternative Court Programs in Tulsa County District Court;

WHEREAS, the Parties believe it would be advantageous and appropriate for, and that the citizens of Tulsa County would benefit from, the Presiding Judge for Judicial District No. 14 and the District Court Judge who administers Tulsa County Alternative Court Programs to direct that the Director of Court Services oversee one or more aspects of the duties, services and work to be performed by the Alternative Courts Program staff;

WHEREAS, the Oklahoma Department of Mental Health and Substance Abuse Services ("ODMHSAS") provides for a significant portion of the operating budget for Tulsa County Alternative Court Programs pursuant to contracts with the District Court;

WHEREAS, the County provides additional funding for Tulsa County Alternative Court Programs by way of an annual budget appropriation to the District Court;

WHEREAS, eligible offenders may also be required to pay certain fees and costs that are associated with administering Tulsa County Alternative Court Programs by payment thereof to the District Court;

WHEREAS, the Parties intend that the Alternative Court Programs staff shall be employees at will of the Court who serve at the pleasure of the District Court Judge who administers the Tulsa County Alternative Court Programs;

WHEREAS, subject to the availability of funds, the Parties envision that the District Court will shoulder all of the financial burden of employing the Alternative Court Programs staff through reimbursement to the County of its costs in doing so, and will contribute such proceeds received

from its contracts with ODMHSAS, from fees and costs associated with administering Tulsa County Alternative Court Programs, from monies allocated for Tulsa County Alternative Court Programs by the Tulsa County Budget Board and from any available gifts as necessary to pay the expenses for staff and other required program services; and that staff will be deemed County employees in service of the District Court for purposes of payroll and employee benefits;

WHEREAS, except as herein set forth, the Parties do not otherwise intend to alter their legal relationship one to another.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

I.
TERM

This Agreement shall become effective on the date subscribed below, and shall continue until June 30, 2020.

II.
RENEWAL

Unless otherwise terminated as set forth below, this Agreement shall automatically renew on July 1st each year, unless a party to the Agreement notifies the other party in writing between January 1st and February 1st of any given year of its intent to terminate.

III.
NOTICES

All notices called for or contemplated under this Agreement shall be in writing and shall be deemed given upon the earlier of (a) delivery or (b) three (3) days following deposit in the United States mail in certified or registered form with postage fully prepaid and addressed to the party as herein specified below:

- (a) Notices to the District Court shall be delivered or sent as follows:

Presiding Judge
Tulsa County District Court
Tulsa County Courthouse
500 South Denver Ave.
Tulsa, Oklahoma 74103

(b) Notices to County shall be delivered or sent as follows:

Board of County Commissioners of Tulsa County
Tulsa County Administration Building
500 South Denver Ave.
Tulsa, Oklahoma 74103
Attn: Chairman

IV.
ORGANIZATION

No separate legal or administrative entity shall be created to accomplish the purpose of this Agreement.

V.
PURPOSE

The purpose of this Agreement is to allow the County to assist the District Court with its Alternative Court Programs by providing employment-related services for the Tulsa County Alternative Court Programs staff, such as payroll, benefits and retirement system, while allowing such staff to remain subject at all times to the direction, management and control of the District Court Judge who administers the Tulsa County Alternative Court Programs. Additionally, this Agreement allows the Presiding Judge for Judicial District No. 14 and the District Court Judge who administers the Tulsa County Alternative Court Programs to direct that the Director of Court Services oversee one or more aspects of the duties, services and work to be performed by Tulsa County Alternative Court Programs staff.

VI.
ADMINISTRATION

The District Court shall : (1) be responsible for hiring, firing, disciplining and managing the Tulsa County Alternative Court Programs staff, whether directly or by delegation of authority in whole or in part; (2) contract with ODMHSAS for adequate funding of its Drug Court Program and Mental Health Court Program; (3) oversee collecting and depositing fees and costs associated

with administering Tulsa County Alternative Court Programs; (4) oversee submitting a budget request annually to the Tulsa County Budget Board to assist in the operation of Tulsa County Alternative Court Programs; and (5) directing the payment of proceeds from its ODMHSAS contracts, fees and costs associated with administering Tulsa County Alternative Court Programs, monies allocated for Tulsa County Alternative Court Programs by the Tulsa County Budget Board and any available gifts to Tulsa County in an amount sufficient to meet all payroll costs, on a monthly basis. *Payroll costs is defined as* the salaries, including bonuses, plus employee benefits¹ paid to or on behalf of Tulsa County Alternative Court Programs staff.

The County shall be responsible for delivering Tulsa County Alternative Court Programs staff's payroll, benefits, retirement system and other personnel-related services and for providing the District Court with a monthly invoice amount for its payroll costs (as defined in the preceding paragraph) in doing so.

VII.
EMPLOYMENT STRUCTURE FOR
STAFF OF TULSA COUNTY ALTERNATIVE COURT PROGRAMS

Section 7.1 Management. The District Court Judge who administers Alternative Courts Tulsa shall be responsible for overseeing the hiring, firing, disciplining and managing Tulsa County Alternative Court Programs staff, whether directly or by delegation of authority in whole or in part to the Director of Court Services. Any such delegation of authority to the Director of Court Services for the management of the Alternative Court Programs Staff shall be subject to the approval of the Presiding Judge for Judicial District No. 14.

¹Such benefits currently include the County's portion of life insurance, workers compensation, employee assistance program, wellness incentive, FICA, retirement contributions, disability insurance, group hospitalization, telemedicine, dental insurance, life insurance, cell phone allowance, Plan 401 A, PEHB 05, PEHB 06 and parking, but will be adjusted as may be needed to ensure that the Tulsa County Alternative Court Programs staff enjoy the same employee benefits enjoyed by Tulsa County employees generally.

Section 7.2 Funding and Reimbursement. The County shall deliver a written invoice to the District Court for all costs of employing the Alternative Court Programs Staff by the 10th day of each month for the preceding month.

Within fifteen (15) days following the end of each month, the District Court shall reimburse the County all payroll costs (as defined in Section VI) of employing the Alternative Court Programs staff for the preceding month. The District Court shall pay the costs of such reimbursement from the funds it receives from its contracts with ODMHSAS, from fees and costs associated with administering Tulsa County Alternative Court Programs, from monies allocated for Alternative Court Programs by the Tulsa County Budget Board and from any available gifts.

It shall be the responsibility of the District Court Judge who administers Tulsa County Alternative Court Programs to monitor the number of employees on the Alternative Court Programs staff and to ensure full reimbursement to the County of payroll costs (as defined in Section VI).

Section 7.3 Deemed County Employees for Purposes of Payroll and Benefits. The Tulsa County Alternative Court Programs staff shall be employees at will of the Court who serve at the pleasure of, and shall be subject at all times to the direction, management and control of, the District Court Judge who administers the Tulsa County Alternative Court Programs. The Tulsa County Alternative Court Programs staff shall be deemed County employees in service of the District Court for purposes of payroll and employee benefits.

The County shall deliver the Alternative Court Programs staff's payroll, benefits, retirement system and other personnel-related services and provide the District Court with a monthly reimbursement amount for its payroll costs in doing so.

Section 7.4 Facilities. The County shall provide through its existing budget to the Tulsa County Alternative Court Programs suitable office space for the Alternative Court Programs staff, and may include in its monthly reimbursement invoice certain capital expenditures whenever such capital expenditures are approved in writing for reimbursement by the Presiding Judge for Judicial District No. 14.

Section 7.5 Property. Except for office space, all property used in connection with the Tulsa County Alternative Court Programs shall be acquired by, owned by and disposed of by the District Court.

VIII.
AVAILABILITY OF FUNDS

The obligations of the District Court and the obligations of the County under this Agreement are at all times subject to the availability of funds.

IX.
TERMINATION AND WINDING UP

As set forth in Section II above, either party may give written notice to the other party after January 1st and before February 1st of any given year of its intent to terminate and election not to renew this Agreement, with such termination being effective June 30th of said year. This Agreement shall also terminate at any time upon the written Agreement of both the County and the District Court to terminate this Agreement.


This Agreement shall automatically terminate whenever funds are no longer available to the District Court to reimburse the County for the Alternative Court Programs staff's payroll costs and such condition shall be deemed to exist upon written notice to the County by the District Court or upon failure of the District Court to satisfy within ten (10) days its Section 7.2 reimbursement

obligation to the County after receipt of written notice by the County that such reimbursement is more than thirty (30) days past due.

Upon termination of this Agreement: (1) the Alternative Court Programs staff shall automatically be discharged from employment, but shall be eligible for rehire on an at will basis by either the District Court or the County; (2) the District Court shall pay all sums due and owing the County under this Agreement; (3) the District Court shall retain all records created by the Alternative Court Programs staff; and (4), the Court shall retain all other property used by the Alternative Court Programs staff in the performance of their duties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 21st day of December, 20 | 9

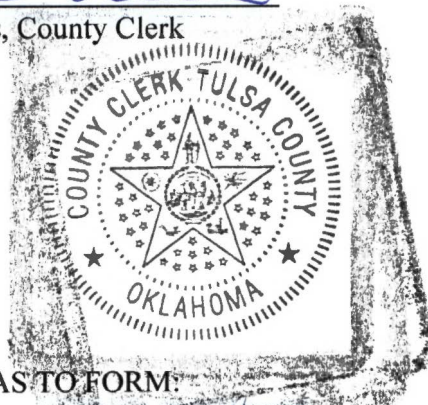
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: 
Karen Keith, Chairperson of Board of
County Commissioners of Tulsa County

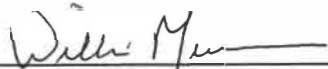
ATTEST:


Michael Willis, County Clerk

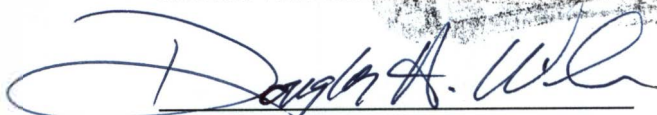
(SEAL)



TULSA COUNTY DISTRICT COURT

By: 
William J. Musseman, Presiding Judge

APPROVED AS TO FORM:


Douglas A. Wilson
Assistant District Attorney