

AGREEMENT FOR PRE-TRIAL, MENTAL HEALTH PRE-TRIAL AND
COMMUNITY SERVICE COURT SERVICES BETWEEN THE CLEVELAND
SECTION BOARD OF COUNTY COMMISSIONERS AND CLEVELAND
COUNTY PRETRIAL SERVICES, LLC
FY 2026-2027

This agreement is entered into by and between the Board of County Commissioners of Cleveland County (County) and Cleveland County Pre-Trial Services, LLC (CCPS), a limited liability company organized pursuant to the laws of the State of Oklahoma for the Fiscal Year 2026-2027.

WHEREAS, the County exists for the benefit of the citizens of Cleveland County organized and existing under the laws of the State of Oklahoma; and,

WHEREAS, the County as directed by the District Court of Cleveland County (Court) desires to promote and foster various alternatives to pre-trial incarceration and to develop pre-trial release strategies and programs to assist the County in reducing incarceration expense; and,

WHEREAS, the pre-trial supervision program operating pursuant to the Oklahoma Pre-Trial Release Act, 22 O.S. 2011 §1105.1 *et seq.* performs a vital role in the criminal justice function of the Court which benefits the County; and,

WHEREAS, the community service program provides a sentencing alternative as well as a valuable sanction alternative to the Court in lieu of additional county incarceration and provides low cost labor for public projects thereby allowing participants to give back to the local citizens of Cleveland County; and,

WHEREAS, the veteran's and the mental health pre-trial supervision programs provide vital treatment options and services to the participants that would either not be available in the detention center or would be provided at a cost to the County; and,

WHEREAS, as an approved provider of pre-trial services, CCPS capably promotes, fosters and otherwise encourage participation and compliance with its pre-trial release program requirements by employing professional staff with knowledge and experience in the many facets of the program and encouraging participant to meet the program goals in order to avoid further pre-trial detention or incarceration thereby providing a valuable service to the County by reducing the number of pre-trial detainees, promoting lawful behavior and reducing tax dollars spent on pre-trial detentions; and,

WHEREAS, the Oklahoma Pre-Trial Release Act requires utilization of local service providers experienced in the various facets of pre-trial supervision and counseling, which local services benefit both the Court and the County; and,

WHEREAS, the County has determined that funding the pre-trial release and community service programs directly assists the Court by enhancing pre-trial supervision of accused persons, and benefits the County by providing for community works, lowered expenditure of tax dollars on pre-trial detention and by reducing the jail population; and,

WHEREAS, based upon the benefits to the Court and the citizens of Cleveland County, and recognizing the economic efficiency and effectiveness derived from the pre-trial release program, the County desires to exercise its discretion in order to support the pre-trial release program financially as in the best interests of the citizens of Cleveland County; and,

WHEREAS, this financial support rendered to CCPS as directed by the Court will allow CCPS to meet the statutory goals of its program, will assist the County to avoid jail overcrowding, will lower pre-trial detention costs and will provide low costs public service works; and,

NOW, THEREFORE, in exchange for mutual consideration, covenants and promises as set forth herein, the parties agree as follows:

I. GENERAL PROVISIONS

- 1.1 This Agreement shall be effective July 1, 2026 through June 30, 2027.
- 1.2 Pre-trial release services, supervision, and electronic monitoring of persons placed on the program by a judge of the district court shall be conducted pursuant to the requirement of 22 O.S. 2012 §§1105.1-1105.3.
- 1.3 This Agreement shall be governed by and construed pursuant to Oklahoma law.

II. COUNTY'S OBLIGATIONS

- 2.1 County shall provide funding of no more than \$365,000.00, inclusive of offender payments, per year for the Pre-trial, Mental Health Pre-trial and Community Service programs. Provided, however, CCPS shall request monthly funding by itemized statement which shall identify the number of people placed in the program by Court order, the type of service provided to each person and/or the

monthly costs (inclusive of community service program employee costs, mileage etc...).

- 2.2 County shall continue to have a cooperative agreement with the Cleveland County District Court pursuant to 22 O.S. 2011 §1105.1 *et seq.* in order to have regularly occurring pre-trial release dockets to ensure that participants remain in compliance with all applicable rules and conditions of their release and of their community service commitments.
- 2.3 This Agreement shall include services beginning July 1, 2026 and shall run through June 30, 2027.

III. CLEVELAND COUNTY PRE-TRIAL SERVICES, LLC'S OBLIGATIONS

- 3.1 CCPS shall employ only professional staff familiar with and trained in the facets of the services permitted pursuant to 22 O.S. 2011 §1105.1 *et seq.* and shall require appropriate training and education to allow the staff to maintain and improve the professional skills required to provide the services hereunder.
- 3.2 CCPS shall provide supervision of those released from incarceration through personal and/or electronic GPS monitoring as required and appropriate and shall bill for supervision based upon the days and type of supervision employed.
- 3.3 CCPS shall provide additional services based upon the need of the client. These services may include but are not necessarily limited to the following:
 - a. Initial assessment with qualified provider to determine client risks and needs;
 - b. Mental health assessments from a qualified mental health providers;
 - c. Daily assessment of service applicants while in jail;
 - d. Monitor daily call-ins by clients once released;
 - e. Monitoring of curfews imposed;
 - f. Providing minimum of once weekly, face-to-face contact with client;
 - g. Providing home visits to determine compliance;
 - h. Providing and monitoring drug testing for clients;
 - i. Providing case management services with a qualified mental health professional;
 - j. Providing community service placement and monitoring for clients;
 - k. Providing substance abuse/mental health treatment placement and monitoring for clients;
 - l. Prepare and appear at weekly court dockets for Pre-Trial and Mental Health Pre-Trial compliance dockets;

- m. Assist veterans with VA contacts for benefits, treatment and assessment;
- n. Attend daily arraignment dockets and review jail lists to identify potential candidates for programs; and,
- o. Attend sentencing dockets to provide Court with relevant information.

3.4 CCPS shall bill County monthly by itemized invoice. The invoice shall identify the number of clients served during the month and shall identify the services provided for each client. In addition, said invoice shall set forth the monthly expenses for the Community Service Program (inclusive of costs and salary expenses). Monthly invoices shall have an annual fiscal cap of \$365,000.00, for the twelve month period beginning July 1, 2026 and ending June 30, 2027. Invoices shall identify pre-trial services, mental health pre-trial services, veteran's pre-trial services and community service program costs separately for accounting and record keeping purposes.

AGREED THIS ____ DAY OF _____, 2026, at a regular public meeting that was properly noticed in accordance with Oklahoma law.

CLEVELAND COUNTY
PRE-TRIAL SERVICES, LLC



JULIA CURRY, Director

BOARD OF COUNTY COMMISSIONERS
OF CLEVELAND COUNTY

ROD CLEVELAND, Commissioner

RUSTY GRISSOM, Commissioner

JACOB MCHUGHES, Commissioner

ATTEST:

COUNTY CLERK

By Deputy _____

Approved as to Form and Legality:

Assistant District Attorney