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September 23, 2015

(BY APPOINTMENT ONLY AT MWC OFFICE)

2801 PARKLAWN DRIVE, SUITE 503
MIDWEST CITY
TELEPHONE - (405)737-2244

Board of Trustees
Town of Luther
P. O. Box 56
Luther, Oklahoma 73054

Re: Interlocal Agreement with the Oklahoma County District Court to Assume
Jurisdiction of Juvenile Criminal Cases in Violation of Luther Municipal
Ordinances/CV-2015-1751

Dear Board of Trustees:

Jim Briscoe and I have prepared, then approved by the appropriate officials, and filed with the Oklahoma County Court Clerk the Town of Luther Interlocal Agreement. This agreement permits the Luther Police Department to issue citations to, and arrest when appropriate, juveniles for municipal ordinance criminal offenses. This expands the jurisdiction of the Municipal Police Department and Court over juvenile offenders.

Juvenile criminal offenders are a special class of defendants. Special rules apply.

When a ticket is given to a juvenile criminal offender, a copy of the citation must be mailed to the parents, guardian or responsible adult relative of the juvenile. If the juvenile is arrested, then the parent, guardian, or responsible adult relative must be contacted to take custody of the juvenile. There is an exception when the juvenile is in custody and for some good reason an immediate release is not in the juvenile's best interest.

Juveniles may not be put in jail with adults. They may only be incarcerated in a municipal juvenile facility. Normally the Luther Police Department has used the Juvenile Justice Center when incarceration is required. Generally speaking municipalities do not incarcerate juvenile defendants because they do not have a separate municipal juvenile facility. The Luther Police Department is aware of the special rules.

The state law states that the Town Municipal Court may fine a juvenile criminal offender up to the maximum fine, plus costs. In appropriate cases the Judge may order a juvenile offender to work off the fine by community service, not to exceed 90 hours. If the fine and costs is not paid within 3 months, or worked off under community service (if permitted by the Judge), then the parents will owe the fine and costs. The failure of a parent to pay can be made an offense by the Town Trustee with its own separate fine. It is usually called Neglect of Parental

Responsibility. The Court Clerk must give the parents notice by certified mail of the child's failure to pay, and that they owe the fine and costs and what the consequences of their failure to pay will be. The Court Clerk and the Judge are aware of these special rules for juvenile criminal offenders.

The fines (not the court costs) collected from juvenile criminal offenders (not the traffic offenses juveniles are fined for) must be earmarked by the Town in a special account, and can be used by the Town of Luther only to fund local programs which address problems of juvenile crime, or to fund the cost of prosecutions of juvenile criminal offenders, to fund the costs of detention of juvenile criminal offenders, to fund administrative costs related to local programs that address problems of juvenile crime or related to the prosecution, detention, or punishment of juvenile criminal offenders, or to fund the costs of community intervention centers for juvenile offenders.

In order that the Town will be audit complaint, there should be an earmarked separate account established. Transfers from this account may only be made for any of the above purposes. It is important that the Town Treasurer establish a paper trail establishing the deposit of funds from the fines paid by municipal juvenile criminal defendants into the earmarked account, and funds expended from the earmarked account only for an authorized purpose. I would suggest that when there is to be an expenditure of these funds, it be made an agenda item that is approved by the trustees.

The Interlocal Agreement was filed with the District Court Clerk of Oklahoma County under CV-2015-1751. The Town is required to annually file a copy of its audit report. When the annual audit of the Town is completed, a copy of the audit report of the Town should be filed with Court Clerk of Oklahoma County under CV-2015-1751. The annual audit of the Town will include the Municipal Court.

The Town has an obligation to keep the juvenile arrest records, prosecution records, and court records, confidential and not open to public inspection. The Court Clerk and the Police Department should review their existing procedures to insure that these records are kept confidential from the public and separate from the records and files of adult offenders. They are of course aware of the need for confidentiality of these records, but it would be a useful for both departments to review the systems they are using.

Juvenile court proceedings against juvenile criminal offenders must be confidential and not open to the public. That means that the prosecution of juvenile criminal offenders must be separate from the adult offenders, and in court room closed to the public. I am sure myself, the Court Clerk and the Judge can discuss the best way to accomplish this objective.

However, the conviction of a juvenile of a criminal offense is not confidential. If an Open Records Request were to be made, the Town is required to provide whether a juvenile is convicted of an offense. But nothing else, except only upon court order signed by a judge.

Any juvenile criminal defendant who during the same calendar year fails to complete community service, pay the fine and costs, fails to appear in court more than once, or who is convicted of two or more municipal criminal offenses occurring on separate days may have his or her driving privileges suspended or denied for 6 months. The Court Clerk is required after 90 days from the conviction, if one of these conditions occur, to notify the Department of Public Safety to suspend or deny the juvenile's driving privileges for 6 months. The Court Clerk is aware of this rule.

Sincerely,

Brent D. Coldiron
Assistant Town Attorney
Town Prosecutor

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA


SEP 22 2015

TIM RHODES
COURT CLERK

~~CV-2015-1751~~

RE: TOWN OF LUTHER INTERLOCAL AGREEMENT WITH THE DISTRICT COURT OF OKLAHOMA COUNTY TO ASSUME JURISDICTION OF CASES INVOLVING CHILDREN UNDER EIGHTEEN (18) YEARS OF AGE CHARGED WITH VIOLATING ANY MUNICIPAL ORDINANCE AS AGREED BY THE DISTRICT COURT, THE DISTRICT ATTORNEY AND THE TOWN OF LUTHER.

Attached hereto is the original agreement for Luther Municipal Court to Assume Jurisdiction Concerning Juveniles. This agreement was approved by David W. Prater on July 17, 2015, by the Town of Luther on August 11, 2015 and by Judge Lisa Tipping Davis, Presiding Judge Juvenile Division of the District Court of Oklahoma County on September 18, 2015.



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CERTIFIED COPY
AS FILED OF RECORD
IN DISTRICT COURT

SEP 22 2015

TIM RHODES Court Clerk
Oklahoma County
Tim Rhodes

**AGREEMENT FOR LUTHER MUNICIPAL
COURT JURISDICTION CONCERNING JUVENILES**

This agreement is made pursuant to the Interlocal Cooperation Act, 74 OS §§1001-1008, by and between the Oklahoma District Court serving Oklahoma County, otherwise known as Judicial District 7 (**District Court**) and the Town of Luther (**Town**), under the authority of Title 10A of the Oklahoma Statutes §2-2-103(A)(2). The statutory authority grants municipal courts not of record the jurisdiction of juvenile misdemeanor offenders with the interlocal agreement of the District Court pursuant to the Interlocal Cooperation Act to assume jurisdiction of cases involving children under eighteen (18) years of age charged with violating any municipal misdemeanor ordinance as agreed by the District Court, the District Attorney and the municipality.

The chief juvenile judge of the District Court judicial district, or if there is no chief judge then the presiding judge of the judicial administrative district is authorized to enter into an interlocal agreement as provided for in Title 10A of the Oklahoma Statutes §2-2-103 for and on behalf of said judicial district if the judge determines that the agreement is constitutional and complies with state and federal law. The express purpose of this agreement is to comply with state and federal law to enable the Town of Luther to establish, develop, and implement various prevention or early intervention programs for local juvenile misdemeanor offenders. By implementing such a program, the resources available to the District Court can be focused more efficiently on more serious juvenile offenders, including felony offenders and juveniles with significant histories of repeat offenses.

DURATION:

This agreement shall be in effect from July 1, 2015 through June 30, 2016. Thereafter this agreement shall be renewed annually for successive one year periods corresponding with the Town's fiscal year of July 1, to June 30, except this agreement may be terminated if either party desires, by the terminating party notifying the other party in writing of its desire to terminate the agreement.

Either party may request a modification of the agreement by making a written request identifying the desired amendments, or the subject matter thereof, at least forty-five (45) days in advance of the negotiations concerning such amendment.

OBLIGATIONS OF THE TOWN:

1. The Town shall assume jurisdiction of misdemeanor offenders who:
 - a. Are under eighteen (18) years of age;
 - b. Are not presently under the supervision or treatment of the Oklahoma County District Court system and do not have charge pending there;
 - c. Have been charged for violating any misdemeanor offense contained within the code of ordinances of the town (and as may be amended), or listed in 10A O.S. §2-2-103(B) (and as may be amended), or both, to the best of the Town's knowledge.

2. Upon conviction, punishment may include any combination of penalties listed in 10A O.S. §2-2-103(D), as may be amended from time to time.

3. All municipal arrests and prosecution records for cases involving prosecutions under this agreement shall be kept confidential and shall not be open for public inspection except by order of the district Court in conformity with the statutes or regulations adopted pursuant to 10A OS §2-2-103(G) (and as may be amended).
4. If a municipal citation is issued to a juvenile meeting the criteria contained in paragraphs 1, 2 and 3 above, the Town's hearing date shall be indicated on the citation and notification of the citation shall be mailed to the parents, guardian or responsible adult relative of the juvenile. If the juvenile is arrested and meets the criteria set forth under the agreement, under circumstances where the citation and release procedure would not be appropriate (e.g. intoxication), the Town shall make reasonable efforts to locate a parent, guardian, or responsible adult to take custody of the juvenile as required by 10A OS §2-2-103(B).
5. The Town shall provide to the District Court law enforcement reports and related documentation for all juveniles referred to the District Court for prosecution and all juveniles who will be prosecuted for misdemeanor criminal offenses by the Town upon request from the District Court. Reports regarding juveniles who will not be prosecuted in either court shall not be forwarded to the District Court. It is expressly understood that prosecution by the Town will constitute a bar of double jeopardy against any subsequent prosecution in the District Court for the same offense.
6. All fines and administrative fees generated as a result of prosecution of juveniles under this agreement shall be placed in one or more special accounts and used solely to fund local programs which address problems of juvenile crime including, to fund the cost of prosecutions of juvenile offenders, to fund the costs of detention of juvenile offenders, to fund administrative costs related to local programs that address problems of juvenile crime or related to the prosecution, detention, or punishment of juvenile offenders, and to fund the costs of community intervention centers for juvenile offenders. These funds shall be earmarked by the town and shall not be used for any other purpose other than the purposes required by 10A OS §2-2-103(H).
7. The Town shall provide the District Court a copy of the most recent audit report of its Municipal Court operations for each year during the term of this agreement or any extension thereof upon request from the District Court. It is understood, however, that this agreement does not impose any additional record keeping requirements on municipal governments or officials.
8. Representatives of the District Court and Town shall meet periodically to share information and evaluate the success of procedures implemented to prosecute and treat juvenile offenders.

STATUS OF VARIOUS EMPLOYEES:

No joint employment is created by this agreement for any purpose and each party will be solely responsible for the payment of its respective expenses including, but not limited to, wages, salaries and consideration paid on subcontracts.

In the event parties need to discuss specific problems, or in the event any notice required under this agreement needs to be served, the Town may be contacted through the Office of the Town Clerk, Town of Luther, P.O. Box 56, Luther, OK 73054, (405) (277-3383).

The District Court may be contacted through the Office of the Presiding Juvenile Judge at the Oklahoma County Juvenile Justice Center, 5905 N. Classen Blvd., Oklahoma City, OK, 73118.

APPROVED:

Lisa Tipping Davis 9/18/15
DATE
Judge Lisa Tipping Davis
Presiding Judge Juvenile Division
Oklahoma County District Court

APPROVED:

D. W. Prater July 17, 2015
DATE
David W. Prater
Oklahoma County Juvenile District Attorney

PASSED AND APPROVED by the Mayor and Board of the Town of Luther, Oklahoma, this 11th day of August, 2015.

TOWN OF LUTHER, OKLAHOMA

Bertine Langley
Mayor

ATTEST:

Laura McEaddy
TOWN CLERK

APPROVED as to form and legality this 11th day of August, 2015.

James E. Briscoe
James E. Briscoe, Town Attorney

