

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY AND THE OKLAHOMA COUNTY DISTRICT ATTORNEY

Based upon the following recitals, the Board of County Commissioners of Oklahoma County (hereinafter Board or BOCC), and Vicki Zemp Behenna, the Oklahoma County District Attorney (hereinafter District Attorney), enter into this Agreement to become effective upon its approval by all parties.

ARTICLE I: RECITALS

WHEREAS, the Board of County Commissioners is the body corporate and politic of Oklahoma County and is empowered to provide pretrial release and supervision program to be utilized by the district court and for the benefit of Oklahoma County in accordance with Section 1105.3(A) of Title 22.

WHEREAS, Vicki Zemp Behenna is the duly elected and acting District Attorney of the Seventh Prosecutorial District in Oklahoma County, the office of which is established by Article 17, Section 2 of the Oklahoma Constitution. By the authority of Section 215.35A, the District Attorney is empowered to employ investigators to perform services in the investigation of criminal activity and prosecution thereof.

WHEREAS, this Agreement is entered into pursuant to the Interlocal Cooperation Act, Title 74, Section 1001, *et seq.*, of the Oklahoma Statutes, which authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage.

NOW THEREFORE, for and in consideration of the premises and promises herein contained, the parties agree as follows:

ARTICLE II: DUTIES OF THE PARTIES

A. Duties of the Board of County Commissioners are set forth below and no other:

1. Encumber an amount not to exceed \$73,919.45 for each contract term herein and to pay to the District Attorney's Council (DAC) for the benefit of the District Attorney, funds at such times and in such amounts as required by the DAC to provide salary and benefits for one (1) employee to perform the pretrial release supervision for GPS monitoring further described herein. It is explicitly recognized that the consideration paid herein by the BOCC is in the nature of a retainer which enables the District Attorney to employ sufficient staff for the duration of this contract, ensuring the availability of staff to perform pretrial release supervision for the benefit of the district court and Oklahoma County. The District Attorney reserves the right to request

additional funds if necessary, during the fiscal year to meet the actual cost for personnel rendering pretrial investigative services.

2. Supply adequate computer hardware, software, internet access, and network connectivity to be utilized in the performance of the services described herein.
- B. Duties of District Attorney are as follows and no other:
 1. Monitor each individual released as part of the pretrial release program and assigned to Global Positioning System (GPS) monitoring and promptly report all violations of the GPS conditions to the court and the Oklahoma County Public Defender.
 2. Submit monthly invoices for payment of the salaries and benefits of the employee hired to perform the duties described herein.

ARTICLE III: GENERAL PROVISIONS

A. NO AGENCY: The parties agree that nothing contained in this Agreement will be construed as creating an employment or agency relationship between the parties. The parties further stipulate that District Attorney is engaged as an independent contractor to perform the services set forth herein, and the District Attorney hereby accepts such engagement. The District Attorney represents that they will secure all designated personnel as set forth by this Agreement. Such personnel shall not be employees of or have any agency relationship with Oklahoma County or the BOCC.

B. LIABILITY: The parties will be solely responsible for the acts or omissions of their own employees or agents in performing this Agreement. Nothing in this Agreement is intended to or should be construed to waive the immunities, protections, and limitations described in the Oklahoma Governmental Tort Claims Act, Title 51, Sections 151 *et seq.* Each party further reserves all rights and defenses available at law or in equity, the terms herein shall not in any way constitute a waiver of such rights or defenses.

C. THIRD PARTY BENEFICIARIES: The parties do not intend to create any rights in any third parties by entering into this Agreement.

D. AMENDMENT OR ASSIGNMENT: This Agreement may not be amended or assigned by either party without approval of both parties.

E. ENTIRE AGREEMENT: It is mutually understood and agreed by the parties that this Agreement contains all the covenants, stipulations, and provisions contemplated by the parties, and no employee, agent or other person has authority to alter or change the terms hereof and no party is or will be bound by any statement of representation not in conformity with this Agreement.

F. COUNTERPART ORIGINALS: This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

G. TERM OF AGREEMENT: This Agreement shall commence upon its execution by both parties and continue through June 30, 2025. The parties may agree to extend this Agreement for additional terms by written agreement.

H. TERMINATION OF AGREEMENT: Either party may terminate this Agreement by sixty (60) days advance written notice to the other party.

I. NOTICES: All notices, designations, consents, offers, acceptances, or any other communication provided for herein will be given in writing and delivered by First Class U.S. Mail, by receipted hand delivery, or other similar and reliable carrier and addressed to each party as stated below. Notice will be deemed to be provided at the time it is actually received or within five days after deposited in First Class U.S. Mail.

Board of County Commissioners of Oklahoma County
c/o Office of the County Clerk
320 Robert S. Kerr, 2nd Floor
Oklahoma City, OK 73102

Vicki Zemp Behenna
Oklahoma County District Attorney
Leadership Square
211 N. Robinson, Suite 700N
Oklahoma City, OK 73102

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above agreement and caused their duly authorized representatives to execute this Agreement.

APPROVED this 24th day of July, 2024.

Board of County Commissioners

County Commissioner, District 1

Vicki Zemp Behenna, District Attorney

County Commissioner, District 2

County Commissioner, District 3

ATTEST:

County Clerk