

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is among and between the Oklahoma County District Court, by and through the presiding Judge, Judge Richard Odgen~~Kenneth Stoner, presiding Oklahoma County Drug Court Judge~~, Vicki Zemp Behenna, Oklahoma District Attorney of the Seventh Prosecutorial District, and Brigitte Biffle~~Bob Ravitz~~, the Oklahoma Public Defender. The purpose of this Interlocal Agreement is to create a governing body and formalize the administrative structure of all publicly operated and managed Oklahoma County Diversion Court Programs created and authorized by the Oklahoma County District Attorney. This Interlocal Agreement creates the **Oklahoma County Diversion and Drug Court Board (hereafter referred to as the "OCDDCB")**, whose primary voting members will consist of the Presiding District Court Judge~~Presiding over Drug Court~~, the Oklahoma County District Attorney, and the Oklahoma County Public Defender. This Interlocal Agreement is intended to provide structural and operating guidance for the administrative processes and daily operation of the Oklahoma County Drug Court and Diversion Court Programs specifically addressed in this Agreement.

WITNESSETH:

WHEREAS, pursuant to 74 O.S. §1001 et seq., local government entities and political subdivisions are authorized to enter an Interlocal Agreement for the purpose of making the most efficient use of their several powers and to jointly cooperate for their mutual advantage and purpose; and

WHEREAS, pursuant to 74 O.S. §1001 et seq., cooperating governmental units can create an entity to carry out the cooperative functions and formulate governmental organization to best meet the needs of the local community; and

WHEREAS, Oklahoma County District Court, pursuant to 22 O.S. §471.1 is authorized to establish a drug court program that is statutorily made up of a drug court team consisting of at least the District Judge assigned to preside over the Drug Court, a district attorney, a defense attorney, and a drug court coordinator (collectively "Drug Court Team");

WHEREAS, Oklahoma County District Court, pursuant to 22 O.S. §472 is authorized to establish a mental health court program that is statutorily made up of a mental health court team consisting of at least the District Judge assigned to preside over the mental health (DREAMS) Court, a district attorney, a defense attorney, and trained court personnel (collectively "Mental Health (DREAMS) Court Team");

WHEREAS, Judge Richard Ogden is the current presiding Oklahoma County District Judge, who administers the Oklahoma County District Courts, which is a subdivision of the State of Oklahoma with certain constitutional and statutory authority in Oklahoma County; and

WHEREAS, the Oklahoma County District Judge assigned to the Drug Court Program is Judge Kenneth Stoner, who is the authorized representative of the Oklahoma County District Courts, which is a subdivision of the State of Oklahoma with certain constitutional and statutory authority in Oklahoma County. Per statute, Judge Stoner is a member of the Oklahoma Drug Court Team who possesses statutory power to enter an interlocal agreement; and

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WHEREAS, the Oklahoma County District Judge assigned to the Dreams Court Program is Judge Catherine M. Burton, who is the authorized representative of the Oklahoma County District Courts, which is a subdivision of the State of Oklahoma with certain constitutional and statutory authority in Oklahoma County. Per statute, Judge Burton is a member of the Oklahoma Mental Health (DREAMS) Court Team who possesses statutory power to enter an interlocal agreement; and

WHEREAS, the Oklahoma County District Judge assigned to the Court Ordered Outpatient Program (COOP) is Judge Sara Murphy Bondurant, who is the authorized representative of the Oklahoma County District Courts, which is a subdivision of the State of Oklahoma with certain constitutional and statutory authority in Oklahoma County; and

WHEREAS, Vicki Zemp Behenna is the Oklahoma County District Attorney for the Seventh Judicial District of Oklahoma and is an elected official of Oklahoma County pursuant 19 O.S. §215.1 *et seq.* As such, she has certain powers and duties under Oklahoma Statutes and statutory prosecuting authority in Oklahoma County; per statute, the District Attorney is a member of the Oklahoma Drug Court Team who possesses statutory power to enter an interlocal agreement; and

WHEREAS Vicki Zemp Behenna, the Oklahoma County District Attorney for the Seventh Judicial District of Oklahoma, is authorized pursuant to 22 O.S. §305.1 to include any person in a deferred prosecution program if it is the best interest of the accused and not contrary to the public interest.

WHEREAS Vicki Zemp Behenna, the Oklahoma County District Attorney for the Seventh Judicial District of Oklahoma, is authorized pursuant to 22 O.S. §305.1 to "adopt and promulgate guidelines which shall indicate what factors shall be considered in including an accused in a deferred prosecution program."

WHEREAS Vicki Zemp Behenna, the Oklahoma County District Attorney for the Seventh Judicial District of Oklahoma, is authorized pursuant to 22 O.S. §305.2 (J) to create restorative justice programs for non-violent offenders who qualify for a deferred prosecution agreement; and

WHEREAS, ~~Brigitte Biffle~~~~Robert A. Ravitz~~ is the Chief Oklahoma County Public Defender, a position created pursuant to 19 O.S. §138.1 *et seq.* As such, ~~she~~ has certain powers and duties under Oklahoma Statutes and statutory defending indigent criminal defendants in Oklahoma County. ~~Msfr. Biffle~~~~Ravitz~~, by appointment, is the defense attorney assigned to the Drug Court Team and because of ~~heris~~ position as Public Defender in Oklahoma County, ~~she~~ is a member of the Oklahoma County Drug Court and Mental Health Court Teams, and who possesses statutory power to enter an interlocal agreement;

WHEREAS, the Drug Court and Mental Health Court Statutes requires that all participating state and local agencies coordinate with each other and cooperate in assisting the district court in establishing the Drug Court and Mental Health Court Program.

WHEREAS, Judge ~~Ogden~~, Judge ~~Stoner~~, Judge ~~Burton~~, Judge ~~Bondurant~~, District Attorney Vicki Zemp Behenna and Public Defender ~~Brigitte Biffle~~~~Robert Ravitz~~ make up the statutory members of the Oklahoma County Drug Court and Mental Health Court Teams that have authority to enter an interlocal agreement for the purposes of establishing administrative procedures for that program; and

WHEREAS, the intent of this Interlocal Agreement is to create defined roles and procedural administrative processes for the all Oklahoma County Drug and Diversion Court Programs that are publicly operated in order to create greater cooperation, guidance and administrative structure for the daily operations of the existing Diversion Programs as allowed by 74 O.S. §1001;

NOW THEREFORE, in consideration of the mutual obligations, statutory powers and benefits described herein, the District Court's Presiding Judge, ~~the District's Drug Court Judge,~~ ~~the District's Mental Health Court Judge,~~ the Oklahoma County District Attorney and the Oklahoma County Public Defender of Oklahoma County, enter this Interlocal Agreement to establish the Oklahoma County Drug and Diversion Court Board (OCDDCB) as follows:

1. PURPOSE OF THIS AGREEMENT: To establish written administrative governing structure for the Oklahoma County Drug and Diversion Court Programs To this end, the
 - A. The administrative governing body of the OCDDCB shall consist of the Oklahoma County ~~presiding Judge,~~ ~~the presiding Judge over Drug Court,~~ ~~the presiding Judge over the Mental Health (DREAMS) Court,~~ ~~the Judge assigned to COOP,~~ the Oklahoma County District Attorney and the Oklahoma County Public Defender will make up the only voting members of the Oklahoma County Drug Diversion Court Board.
 - B. The OCDDCB will have regular meetings that will conform with the Open Meeting Act and Open Records Act.
 - C. The ~~three~~ "voting members" have equal voting power and matters will be settled by a majority vote of the full Board.
 - D. The "voting members" may select individuals within their perspective offices to serve as an alternate in their stead to conduct necessary business of the OCDDCB. All

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alternate voting members will be appointed and ratified by an adopted resolution by the OCDDCB before any alternate may appear and conduct business on behalf of the voting member they represent.

- E. Each voting member shall enjoy all protections and immunities allowed by law while fulfilling the functions of the OCDDCB, which shall be considered a primary function of each voting members' role as an elected or appointed official of Oklahoma County.

2. DUTIES OF THE OCDDCB VOTING MEMBERS

- A. The voting members of the OCDDCB will collectively select an Oklahoma County Drug and Diversion Court ~~Program~~ Director of Programming, who shall serve as a ~~non-voting member~~ of the Board and handle the daily operations of all Oklahoma County Drug and Diversion Court Programs and will establish the Director's salary, benefits and job duties.
- B. The voting members of the OCDDCB will vote to approve all budgets, donations, grants, contracts, MOUs, and vendor or service selection needed for the Drug and Diversion Court Programs covered by this Interlocal Agreement. In making these decisions the voting members of the OCDDCB may ask for and rely upon the recommendation and advise of the Director and/or all advisory boards created to assist in administratively operating the Oklahoma County Drug and Diversion Court Programs.
- C. The voting members of the OCDDCB may draft, adopt, modify, amend, or strike any policies, procedures, rules and guidelines necessary for the operation of the Oklahoma County Drug and Diversion Court Programs covered by this Interlocal Agreement.

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3. DUTIES OF THE OCDDCB PROGRAM DIRECTOR

- A. The Drug Court ~~and Diversion Court~~ Program Director will be selected based on majority approval of the Voting Team Members and will serve as Chief Executive Officer of the Oklahoma County Drug and Diversion Court Program.
- B. The Director will handle the daily administrative duties and procedures necessary to carry out the mission and goals of the Programs covered by this Interlocal Agreement and will act as the advisor to the voting members of the OCDDCB.
- C. The Director's Salary and Benefits will be set and determined by the OCDDCB and will be paid out of the funds controlled by OCDDCB.
- D. For employment purposes, the Director reports to the full OCDDCB Board but will be considered an employee of the Oklahoma County ~~District Attorney~~.
- E. The Director will oversee the hiring, firing and discipline of all employees of the OCDDCB.

F. The Director will manage all OCDDCB funds, contracts, and accounts in accordance with this Agreement and shall follow all required contracting and accounting rules, regulations and duties required by law for each managed Diversion Program covered by this Interlocal Agreement.

G. The Director will serve at the will of the voting members of the OCDDCB and shall coordinate and schedule all meetings and prepare all agendas for the OCDDCB.

4. DRUG AND DIVERSION COURT PROGRAMS COVERED BY THIS AGREEMENT

A. The following Oklahoma County Drug and Diversion Programs have been created and established by State Statute and are operated by public entities. As such, they are covered by this Agreement and under OCDDCB administrative governance:

1. Drug Court Diversion Program, created and authorized pursuant to 22 O.S. §471.1 *et seq.*
2. Mental Health Court (DREAMS) Diversion Program; created and authorized by the Anna McBride Act; 22 O.S. 472
3. DUI Court, a subdivision of Drug Court and created and authorized pursuant to 22 O.S. §471.1 *et seq.*
4. Veteran's Diversion Court, created and authorized pursuant to 22 O.S. 305.1 & 305.2
5. Veteran's Treatment Program, a subdivision of Drug Court and created and authorized pursuant to 22 O.S. §471.1 *et seq.*
6. COOP, created and authorized pursuant to 63 O.S. 43A.
7. Misdemeanor Diversion Program, created and authorized pursuant to 22 O.S. 305.1 and 305.2

B. The following Oklahoma County Drug and Diversion Programs are NOT governed by this Interlocal Agreement or will be managed or administratively controlled by the OCDDCB of its Director:

1. Rmerge, Drug Court Program operated by private non-profit to service the citizens of Oklahoma County. (See Attached Addendum 1). Rmerge is operated by a non-profit entity with private funding that serves as a Diversion Program option in Oklahoma County. Due to the cooperative relationship and services provided by Rmerge, the OCDDCB will enter into a MOU with this private entity each year as necessary to allow the operation of this court diversion program in Oklahoma County.

C. All Drug and Diversion Programs Covered by this Agreement shall have its own Rules and Regulations that govern admission into the program, program requirements, graduation and/or ejection from the Program.

D. All Drug and Diversion Programs Covered by this Agreement shall have an Advisory Board who will make recommendations for policies, procedures, rules, contracts, etc. needed for the program. However, the ultimate ~~decision-making~~ decision-making authority for the creation,

adoption, modification, amendment or repeal of any Program content will be made by majority vote of the voting members of the OCDDCB.

5. FUNDING OF THE PROGRAM

- A. The OCDDCB shall set and establish and operating budget annually and provide an accounting of funds received and spent in an annual fiscal report prepared by the Director and presented to the OCDDCB. Continued operation of these programs is not guaranteed and is contingent upon sufficient funding. All OCDDCB programs shall be funded from the following identified funding sources:
1. County Funding obtained pursuant to SB844 and State Question 781 as appropriated and authorized by the Legislature and approved by and through the Oklahoma County Board of County Commissioners.
 2. Grant Funding from State and Local governments
 3. Private Grants and Donations as approved by the OCDDCB
 4. Drug Court Revolving Funds
 5. Other: _____
- B. Each separate Diversion Program covered and governed by this Agreement shall have its own funding account. All funds received from any source shall be deposited into the account that has been designated for said funds and unlawful comingling of funds is prohibited. If funds are not specifically appropriated for any one program, the funds shall be allocated on a pro rata basis to all programs based on the five (5) year average participation rate of each program.
- C. Each account shall be controlled and operated by the Director of the OCDDCB in accordance and at the direction of the OCDDCB and will comply with accounting best practice standards and applicable law.
- D. To provide transparency, all donations of private funds to any of the covered programs shall be accepted only after approved by vote of OCDDCB and disbursed in accordance with the donor's direction and preference. If the donor does not preference a program, the donation will be split up pro rata across programs based on the pro rata percentage of participates in each program.
- E. Funding and Salaries of staff and support staff hired by or under the direction of OCDDCB shall be budgeted and funded by all Programs pro rata. MOUs for staff members employment by Oklahoma County, the District Courts, the Oklahoma County District Attorney or the Oklahoma County Public Defender and payment from OCDDCB for those staff members will be negotiated and determined annually and approved by the

OCDDCB and the entity who agrees to employ staff members of the OCDDCB and its Director.

6. ADVISORY BOARDS

- A. The OCDDCB may establish, disestablish, structure, and restructure such subcommittees and advisory boards as it deems necessary or appropriate to fulfill the Team's purpose of each program covered by this Agreement as needed to further the goals and mission of each program.
- B. OCDDCB voting members may serve on one or more subcommittees or advisory boards so long as there is no majority of OCDDCB members serving on the same subcommittee or board at the same time.
- C. Subcommittees and advisory boards will be tasked to study assigned issues and make recommendations to the OCDDCB in an advisory capacity and will not take or be delegated any authority to act on behalf of or bind the OCDDCB in any way.
- D. The voting members of the OCDDCB may remove and/or replace any appointed members of a subcommittee or advisory as it deems necessary or appropriate at any time, with or without cause given and may appoint replacements as needed if a member resigns or is removed from service.

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4. TERMS OF THIS AGREEMENT

- A. The Effective Date of this Agreement shall be the date of execution by the last of the voting member of the OCDDCB to sign this Agreement.
- B. The term of this Agreement shall be binding upon the parties for so long as the OCDDCB continues to operate.
- C. Modifications to this Agreement can be made at any time by majority vote of the OCDDCB.
- D. Any proposed modifications or changes to this Agreement shall be suggested in writing and provided to the OCDDCB for consideration with at least thirty days' notice before being voted upon.

5. CONFLICTS

- A. Should a conflict of interest arise, a voting member of OCDDCB must provide notice of the conflict and recuse themselves from any vote of the OCDDCB.

6. CONTRACTS

- A. All contracts for services or goods required for operation of the OCDDCB or any programs covered by this Agreement shall be reviewed and recommend to the voting

members by the Director, who will ~~who will~~ abide by the required bidding and purchasing laws, whether state, federal or local.

- B. All final contracting decisions will be made by the OCDDCB and all contracts approved must be within and cannot exceed the OCDDCB annual budget.
- C. The OCDDCB will take into consideration all fiscal limitations and funding sources when making contracting decisions and will determine and disclose the funding source for each contract approved in order to avoid incurring debt beyond fiscal year limitations.

7. AUDITING/RECORD KEEPING

The Director of the OCDDCB shall be responsible for providing quarterly reports of income and expenditures for each program covered under this Agreement. Annual audits of all funds received, interest accrued, expenses shall be made at least 30 days before the close of each fiscal year to allow the OCDDCB appropriate time to budget for the next fiscal year.

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8. BINDING EFFECT

The execution of this Agreement by the agencies represented by the voting members of the OCDDCB. This Agreement requires the approval by the Oklahoma Attorney General and once approved, will bind each governmental entity and/or political subdivision represented to all provisions of this Agreement. Attachment "B" contains the Oklahoma Attorney General's letter of approval. This Agreement shall also be filed with the Secretary of State and the Oklahoma County Court Clerk as required by law. Once approved, the Agreement and its contents shall be presumed to comply with all applicable statutes and regulations governing Drug Court, Diversion Programs and Interlocal Agreement authority.

9. NO THIRD-PARTY BENEFICIARIES

The voting members of the OCDDCB agree that no third party beneficiaries are created or will be deemed to have been created by this Agreement.

10. NOTICE

Any notice to be given under this Agreement will be deemed given on the date of electronic mail with email receipt confirmation, or upon personal delivery, or upon the date of mailing if mailed by certified mail, return receipt requested, with proper prepaid postage thereon, to the Oklahoma County Drug Court Team at the following addresses:

Oklahoma County Presiding District Judge

Email address: _____

Phone Number: _____

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Oklahoma County District Judge -Drug Court

Email address: _____

Phone Number: _____

Oklahoma County District Judge – Mental Health Court

Email address: _____

Phone Number: _____

Oklahoma County District Attorney

Email address: _____

Phone Number: _____

Oklahoma County Public Defender

Email address: _____

Phone Number: _____

11. WHOLE AGREEMENT

It is understood and agreed that this Agreement contains all covenants, stipulations, and provisions agreed upon by said parties and no party has authority to alter or change the terms hereof, except as provided herein. No party is or will be bound by any statement or representation not in conformity herewith.

12. ORIGINALS

This Agreement may be executed in multiple copies, each of which will be deemed an original and all of which will constitute one and the same instrument. Upon execution by the last signing party, the Agreement will be returned to the District Attorney, who will forward it for approval to the Attorney General's office and distribute fully executed copies to all members of the Oklahoma County Drug and Diversion Court Board.

21. LIABILITY

No voting member of the OCDDCB or its employees, agents and assigns will be liable for the acts or omissions of any other member and all immunities and protections allowed by law under the GTCA or immunity granted by other state or federal law will be impaired, substituted or inhibited by signing this Agreement.

22. AMENDMENT

This Agreement may only be amended or modified by a subsequent majority vote of the OCDDCB.

24. OPEN RECORDS

All records of the OCDDCB, other than records required or allowed by law to be maintained as confidential, will be subject to the applicable provisions of the Oklahoma Open Records Act.

25. OPEN MEETINGS

Meetings of the voting members of the OCBBCD will be subject to the applicable provisions of the Oklahoma Open Meetings Act.

26. COMPETITIVE BIDDING ACT/ COUNTY PURCHASING ACT

All contracts that require competitive bidding will abide by the Oklahoma Competitive Bidding Act and/or the County Purchasing Act, whichever is determined to be applicable.

27. OKLAHOMA LAW

This Agreement is made and shall be interpreted and enforced in accordance with Oklahoma law.

28. VENUE

Any litigation or action to interpret or enforce this Agreement must be brought in a State Court in Oklahoma County.

29. OTHER POWERS

The OCDDCB have such other and additional powers as may be permitted by Oklahoma law and as may be necessary or proper to accomplish its administrative goals and program purposes.

30. UNLAWFUL PROVISIONS

If any portion of this Agreement is determined to be unlawful or in conflict with any state or federal law, or becomes after creation of this Agreement, only those provisions determined to be unlawful will be deemed unenforceable while all remaining lawful provisions of the Agreement will remain in full force and effect.

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This Agreement was approved by voting members of the Oklahoma County Drug and Diversion Court Board with authority to bind their representative state and local political subdivisions on this _____ day of _____, 20234.

Attest:

OKLAHOMA COUNTY DISTRICT JUDGE

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Date _____

The Honorable Richard Ogden
Presiding Oklahoma County District Judge
District Judge of Oklahoma County

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OKLAHOMA COUNTY DISTRICT JUDGE

Date _____

The Honorable Kenneth Stoner
Presiding Oklahoma County Drug Court
District Judge of Oklahoma County

OKLAHOMA COUNTY DISTRICT JUDGE

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Date _____

The Honorable Catherine M. Burton
Presiding Oklahoma County Mental Health Court
District Judge of Oklahoma County

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OKLAHOMA COUNTY DISTRICT JUDGE

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Date _____

The Honorable Sara Murphy Bondurant
Presiding Oklahoma County COOP Court
District Judge of Oklahoma County

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OKLAHOMA COUNTY DISTRICT ATTORNEY

Date

Vick Zemp Behenna
Oklahoma County District Attorney for the Seventh
Judicial District of Oklahoma

OKLAHOMA COUNTY PUBLIC DEFENDER

Date

Brigitte BiffleRobert A. Ravitz
Chief Oklahoma County Public Defender