

**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 required by law to approve this Agreement.

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 programs to be utilized by the district court and for the benefit of Oklahoma County in accordance with Section 1105.3(A) of Title 22; and

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; and

WHEREAS, 1988 OK AG 60 states that "a county board of commissioners has legal authority to voluntarily contract with a district attorney to provide legal advisors and other personnel to the commissioners in addition to those employees in the district attorney's office whose salaries are funded by state appropriated funds"; and

WHEREAS, the purpose of this Agreement is to allow the district attorney to act as the County's independent contractor to provide pre-trial release supervision for the GPS monitoring of individuals, who by reason of judicial order, are unable to be monitored by the county's contracted pre-trial release and supervision provider, The Employment and Education Ministry (T.E.E.M.S).

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. Pay the District Attorney an amount not to exceed \$55,437.59 for the contracted term. Funding under this agreement shall be utilized by the District Attorney for the following expenses-related to the performance of pretrial release supervision and GPS monitoring:
 - (a) Reimbursement of annual salary expenses, payable upon receipt of a monthly invoice, for one (1) employee in the amount of \$54,777.59
 - (b) Reimbursement of annual cell phone expenses, payable upon receipt of a monthly invoice, in the amount of \$660.00.

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 — 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 reimbursement of all expenses in the performance of the duties described herein.
 3. Deposit daily with the Treasurer's office any court ordered fees collected for costs and expenses related to supervision and monitoring. Funds collected will be placed into 12603010, the Court Services Fee Fund.
 4. **Upon execution of this Agreement, return the sum of \$8,317.74 received by the District Attorney for overpayment of salary expenses beginning July 24, 2024, thru February 28th, 2025.**

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 super cedes any previous agreement between parties. This agreement shall continue through June 30, 2025. The parties may agree to extend this Agreement for additional terms by written agreement subject to the availability of funds.
- 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 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.

**BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY**

DISTRICT ATTORNEY

County Commissioner, District 1

Vicki Zemp Behenna, District Attorney

County Commissioner, District 2

County Commissioner, District 3

ATTEST:

County Clerk

Approved as to form and legality by *Scott E. Johnson* on 2-4, 2025.

ADA

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 01/30/2025 Department: District 2

State the nature of the legal request: _____

Review as to legality and form - Agreement Between BOCC and DA for Pretrial GPS Services.

RECEIVED

JAN 30 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**

Jessica Clayton, Chief Deputy D2

County Officer or Department Director

Reply of District Attorney's Office: _____

*Approved as to form
& legality*

Date of Reply: 2/6/2025

[Signature]
Assistant District Attorney