

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS
AND THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE**

WHEREAS, the Board of Commissioners of the County of Oklahoma, State of Oklahoma ("BOCC" or "County"), has previously contracted with the District Attorney, District No. 7, State of Oklahoma for additional civil legal services from the Office of the District Attorney; and,

WHEREAS, the said Board of County Commissioners continues to require additional civil legal services from the office of the District Attorney, including matters pertaining to the county's official duties, civil legal proceedings, legal advice, contract review and consultation, tax collections, public property acquisition and disposition, consultation as needed at meetings of the various boards, committees, and authorities of the county, and other services beyond those presently required by statute or otherwise; and

WHEREAS, the civil legal services needed would be prohibitively expensive if purchased from the private bar or otherwise unavailable; and

WHEREAS, the District Attorney must prosecute or defend all civil actions or proceedings in which the County or its agents and employees acting in the course and scope of employment are interested or a party pursuant to 12 O.S. §§ 215.4, 215.5, 215.25; and,

WHEREAS, the District Attorney's Office is not sufficiently funded by the Oklahoma Legislature to devote sufficient staff to meet the volume of legal services requested by the BOCC; and,

WHEREAS, the County may supplement the salaries of the district attorney and assistant district attorneys pursuant to 19 O.S. § 215.30 and *State ex rel. Blankenship v. Atoka County*, 456 P.2d 537 (Okla. 1969); and

WHEREAS, pursuant to 19 O.S. § 215.36 the Board of County Commissioners shall provide "[s]ufficient funds for the costs and necessary expenses of investigation, prosecution, or

defense of any action, whether contemplated or actual” and may furnish equipment and operating personnel for computer services and microfilming; and

WHEREAS, in addition to assistant district attorneys primarily assigned to provide civil legal services the District Attorney must also at times provide investigators and paralegal support staff; and

WHEREAS, 19 O.S. § 215.37K provides that claims by the District Attorney to the Board of County Commissioners for costs and necessary expenses of investigation, prosecution or defense of any action, actual or contemplated on behalf of the County must be ordered paid by said Board of Commissioners whether or not such claims are encumbered in advance; and,

WHEREAS, an exact calculation of the services provided by the District Attorney to the Board of County Commissioners would be costly to maintain; and,

WHEREAS, the parties consider appropriate and in the best interest of the County for the District Attorney to maintain an increased number of Assistant District Attorneys and staff primarily assigned to performing civil legal services to the BOCC and for the County to be able to plan for and encumber in advance the amount of such costs;

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

SECTION 1. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this Agreement, have the meaning herein specified below:

“*Board*” or “*BOCC*” shall mean the Board of County Commissioners of the County of Oklahoma, State of Oklahoma.

“*District Attorney*” shall mean the District Attorney, District No. 7, State of Oklahoma.

“Parties” shall mean the Board and District Attorney.

“DAC” shall mean the District Attorneys Council.

“TERM” shall mean beginning July 1, 2025 and ending June 30, 2026.

SECTION 2. OBLIGATIONS OF THE BOARD:

(a) The BOCC covenants and agrees to encumber **SIX HUNDRED NINETY NINE THOUSAND, FOUR HUNDRED AND TWENTY DOLLARS AND 16/100 (\$699,420.16)** for the twelve (12) month contract term herein and to pay to the DAC for the benefit of the District Attorney, funds at such times and in such amounts as required by the DAC to provide a sufficient number of attorneys and support staff to perform the duties described herein. It is explicitly recognized that the consideration paid herein by the Board is in the nature of a retainer which enables the District Attorney to employ the additional attorneys and staff for the duration of this contract, ensuring the availability of attorneys for the county to address its civil legal service needs. The District Attorney reserves the right to request additional funds as budgets are revisited in September or at other times during the fiscal year to meet the actual cost for personnel rendering civil legal services to the BOCC.

(b) In addition to amounts paid pursuant to this contract and as required statute, the BOCC will provide sufficient funds for the costs and necessary expenses of investigation, prosecution, or defense of any action, actual or contemplated, on behalf of the County, its officers, and employees acting within the scope of their employment, whether or not such claims are encumbered in advance. The BOCC will consider, approve, and promptly pay the costs necessary for investigation, prosecution, and defense of civil litigation once they are submitted and disclosed to the BOCC by the District Attorney’s Office.

SECTION 3. OBLIGATIONS OF THE DISTRICT ATTORNEY

The District Attorney covenants and agrees as follows:

(a) to assign a sufficient number of Assistant District Attorneys and support staff to its Civil Division to meet the needs of the Board in appearing before state and federal courts and administrative tribunals, excluding workers' compensation courts, processing claims filed pursuant to the Governmental Tort Claims Act, tax collections, public property acquisition and disposition, and providing legal advice upon other matters when requested to do so by County elected officials.

(b) to assign adequate investigatory and support staff to assist attorneys in its Civil Division;

(c) to keep the Board advised of the status of all litigation being prosecuted or defended on behalf of the County, its officers, and employees acting within the scope of their employment, including but not limited to the prompt notice and request for approval of any and all litigation costs associated with such prosecution or defense; and

(d) to provide a privileged and confidential report of the details of the civil legal services provided to the BOCC during the preceding calendar year.

SECTION 4. EVENTS OF DEFAULT

A party shall be deemed to be in default hereunder upon failing to keep any term or covenant herein.

SECTION 5. REMEDIES ON DEFAULT

Upon the occurrence of an event of default of this Agreement, then the Parties shall have the right at their option, without any further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce this Agreement.

SECTION 6. CANCELLATION

Either Party may cancel this Agreement at any time upon 30 days written notice prior to the date of cancellation.

SECTION 7. TERMINATION

This Agreement shall terminate at the conclusion of the fiscal year. Any encumbrance which has not been obligated in accordance with State statutes shall lapse to the extent it is unobligated.

SECTION 8. RESOLUTIONS

The Parties hereto warrant that this Agreement has been brought before their respective Boards, if any, and that resolutions approving said Agreement and authorizing its execution, to the extent they are required, have been passed.

SECTION 9. EXECUTION

This Agreement shall be executed in duplicate; said Agreement shall be binding upon the Parties.

SECTION 10. MODIFICATION OR ALTERATION

This Agreement sets forth the complete understanding of the Parties and supersedes previous negotiations, representations, and oral agreements between the Parties and their agents. This Agreement may only be amended or modified by a written agreement executed by both Parties.

SECTION 11. SECTION HEADINGS

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

SECTION 12. WAIVER

The waiver by either Party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other terms, covenant or condition hereof.

SECTION 13. NOTICES

Any notice given under any provision of this Agreement shall be in writing, posted by certified mail to the Parties as follows:

The Board by sending notice to:

*Chairman of the Board of County Commissioners
County Office Building
Oklahoma City, Oklahoma 73102*

The District Attorney by sending notice to:

*Vicki Zemp Behenna
District Attorney
505 County Office Building
Oklahoma City, Oklahoma 73102*

SECTION 14. MISCELLANEOUS

Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

DATED this _____ day of _____, 2025.

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF OKLAHOMA**

JASON LOWE, DISTRICT 1

BRIAN MAUGHAN, DISTRICT 2

MYLES DAVIDSON, DISTRICT 3


DISTRICT ATTORNEY, DISTRICT 7

VICKI ZEMP BEHENNA, DISTRICT ATTORNEY,
SEVENTH PROSECUTORIAL DISTRICT

ATTEST:

MARESSA TREAT, COUNTY CLERK

Bill To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102	Requisition 12600483-00 FY 2026 Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065cmjesc1a Status: Created	Page 1
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Vendor DISTRICT ATTORNEYS COUNCIL 320 ROBERT S KERR AVE OKLAHOMA CITY, OK 73102	Ship To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102
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Deliver To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/25	000437				General Government

LN Description / Account	Qty	Unit Price	Net Price
001 BLANKET - FY26 DA Civil Litigation Contract	699420.16 EACH	1.00000	699420.16

Ship To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Deliver To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

[Requisition Link](#)

Requisition Total 699420.16

***** General Ledger Summary Section *****
Account

Amount Remaining Budget