

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF
OKLAHOMA COUNTY AND THE OKLAHOMA COUNTY CRIMINAL
JUSTICE AUTHORITY**

Based upon the following recitals, the Oklahoma County Board of County Commissioners (hereinafter BOCC or Board), and the Oklahoma County Criminal Justice Authority (hereinafter OCCJA or Authority), 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 operate a pretrial release program in accordance with Section 1105.3 of Title 22.

WHEREAS, the Oklahoma County Criminal Justice Authority is a public trust created pursuant to 60 Okla. Stat. § 176 *et seq.* By the authority of the Trust Indenture accepted by the Board on May 22, 2020, as amended, and in accordance with 19 Okla. Stat. § 513.2, the Authority is empowered to carry out the functions of operating and managing the Oklahoma County Detention Center in accordance with the laws of the State of Oklahoma. Pursuant to Article VIII of the Trust Indenture, the Authority is empowered to enter into contracts as necessary to perform its duties.

WHEREAS, the joint and collective purpose of this Agreement is to coordinate the provision of services in the most efficient in order to facilitate the release of persons detained in the Oklahoma County Detention Center for participation in the pretrial release program.

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.

ARTICLE II: GENERAL TERMS AND CONDITIONS

A. This Agreement shall become effective upon approval of all parties thereto and end on June 30, 2025, with the option to renew for additional one-year periods.

B. This Agreement constitutes all of the terms and conditions agreed upon by the parties and no party, agent, administrator, or their employees may alter or change the terms hereof. Further, no party shall be bound by any statement or representation not in conformity with this Agreement.

C. Titles of Paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

D. The terms of this Agreement may be amended as required by law or as may be in the interests of the parties. Any such modification and its effective date will be agreed upon by all parties in writing.

E. A waiver by the parties of any provision of this Agreement must be in writing and signed by the parties hereto.

F. The rights and duties under this Agreement are not assignable except upon prior written consent of the parties hereto.

ARTICLE III: DUTIES OF THE AUTHORITY

Duties of the Oklahoma County Criminal Justice Authority for the benefit of the pretrial services program are as follows and no other.

A. Prepare a written report and recommendation for each individual booked into the Oklahoma County Detention Center who is being considered for release and submit the same to the assigned District Judge, the District Attorney and the Oklahoma County Public Defendant without undue delay and prior to the initial appearance before the court. The report and recommendation shall be based upon the following:

1. An in-depth background check that includes a National Crime Information Center (NCIC) criminal history check, prior failures to appear, and holds for other state and federal law enforcement agencies.
2. Conducting an interview of each individual considered for pretrial release to gather the following information and make recommendations based upon such information:
 - a. Employment history and current employment;
 - b. Student enrollment status;
 - c. Residential address;
 - d. Names and addresses of close family members;
 - e. Marital status;
 - f. Dependents;
 - g. Verification of background by family or friends;
 - h. Medical history;
 - i. Substance abuse history;
 - j. Mental health history; and
 - k. Services needed should the person be released pursuant to the pretrial release program.
3. Making a recommendation to the court of the least restrictive conditions that will reasonably ensure the appearance of the individual and the safety of any other person or the community as a whole should the individual be released. Conditions of release may include any one or more of the following:
 - a. Prohibition against the commission of any violation of federal, state, or

- municipal criminal law;
 - b. Requirement that the releasee remain in the custody of a designated person who agrees to assume supervision and to report any violation of a condition of release to the court;
 - c. Requirement that the individual abide by specific restrictions on personal associations, place of abode, or travel;
 - d. Requirement that the individual submit to GPS ankle monitoring;
 - e. Prohibition against all contact with an alleged victim of the crime;
 - f. Prohibition against all contact with potential witnesses who may testify concerning the commission of the crime;
 - g. Prohibition against all contact with co-defendants;
 - h. Compliance with a specified curfew;
 - i. Prohibition against possessing a firearm, destructive devise, or other dangerous weapon;
 - j. Prohibition against use of alcohol, narcotic drugs, or other controlled substances without a prescription by a licensed medical practitioner;
 - k. Submission to drug testing;
 - l. Participation in substance abuse treatment at a designated facility;
 - m. Participation in mental health treatment at a designated facility; or
 - n. Satisfaction of any other condition that is reasonably necessary to assure the appearance of the individual as ordered by the court and to ensure the safety of any other person and the community.
4. Provide copies of the written report and recommendation described herein to the assigned District Judge, the District Attorney, and the Oklahoma County Public Defender of the conditions of release, if any, imposed by a court upon each individual granted pretrial release.
- B. Assume the employment of three (3) existing county employees to prepare the written reports and recommendations as described herein, including accepting all accrued sick leave and annual leave of the employees as of July 1, 2024. No other accrued leave balances will be assumed by the Authority.

ARTICLE IV: COMPENSATION

The Board of County Commissioners agrees to compensate the Authority at the rate of \$12,146.00 per month for the salary and benefits of the persons employed to perform pretrial services. In addition, the Board will for the payment of any accrued annual leave balances of any employee that separates from employment of the Authority with unused balances of leave accumulated before July 1, 2024, as the effective date of transfer. It is expressly understood that the compensation provided pursuant to this Agreement is in addition to amounts provided by the County to support the operation of the Oklahoma County Detention Center.

ARTICLE V: TERMINATION OF THE AGREEMENT

A. This Agreement may be suspended immediately or terminated by the Board of County Commissioners or the Oklahoma County Criminal Justice Authority for cause. Grounds constituting cause include, but are not limited to:

1. The failure of a party to comply with any provision of this Agreement or with any applicable laws, regulations, guidelines, or procedures or is dilatory in executing its commitments under this Agreement.

2. Funds to pay for services provided herein become unavailable for any reason.

B. To the extent possible, the Authority or the BOCC will provide the other party with notice and a reasonable opportunity to cure or remedy the cause prior to exercising the right to terminate this Agreement. The party receiving such notice will have ten (10) days from the receipt of such notice to correct the condition to the other party's satisfaction. If the condition is not corrected and the period allowed for correction is not extended by agreement of the parties, the non-compliant party may be determined to be in breach and the Agreement terminated effective immediately upon receipt of written notice thereof.

C. No party to this Agreement shall be deemed to be in default in the performance of their obligations hereunder by reason of any act of God, fire, natural disasters, accident, act of terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party, provided that such party promptly gives the other party written notice of such force majeure.

D. Notwithstanding the ability to suspend or terminate this Agreement for cause, any party may terminate this Agreement when it is determined to be in the party's best interest. The termination of the Agreement shall be effective thirty (30) days from the receipt of the written notice of termination. Written notice will be given in compliance with Article IX of this Agreement.

E. Upon termination of this Agreement for any reason, prior to the end of the then existing term, the Board shall pay all amounts due to the Authority for services rendered up to the effective termination date, prorated as necessary, in accordance with the fees described in Article III hereof.

ARTICLE VI: RELATIONSHIP OF THE PARTIES

This Agreement is made between two political subdivisions. This Agreement does not create an employment relationship, a joint employment relationship, a borrowed servant relationship, an agency relationship, a joint venture, or an association between the parties.

ARTICLE VII: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended by the Parties, nor shall the Agreement be construed to confer upon any person or legal entity not a party to this agreement any right, remedy, or claim, equitable or legal, under or by reason of this Agreement or any provision hereof. All provisions, conditions, and terms of this Agreement are intended to be and are for the exclusive benefits of the Authority and the BOCC. Nothing herein shall be construed as consent by a political subdivision of the State of Oklahoma to be sued by third parties or that this Agreement can be used in any litigation by third parties.

ARTICLE VIII: LIABILITY

The parties agree that the Governmental Tort Claims Act, 51 Okla. Stat. § 151 *et seq.* shall govern all tort actions brought against any party. Nothing herein shall be construed as a waiver or limitation of the sovereign immunity of any of the parties. All defenses and immunities relative to sovereign immunity shall be preserved. Each party shall be solely responsible for the acts or omissions of its employees and/or agents acting within the scope of their employment.

ARTICLE IX: SEVERABILITY CLAUSE

If any provision of this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

ARTICLE X: 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
Oklahoma City, OK 73102

Oklahoma County Criminal Justice Authority
c/o Chairperson
201 North Shartel
Oklahoma City, OK 73102

ARTICLE XI: AUTHORIZATION

Each party to this Agreement represents and warrants to the other that they have the right, power, and authority to enter into and perform their obligations under this Agreement. By their signatures hereto, the parties represent that all requisite action to approve execution, delivery, and performance of this Agreement has been taken and that this Agreement constitutes a legal, valid, and binding obligation to the entity he or she represents in accordance with its terms.

ARTICLE XII: EXECUTION

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

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.

Carrie Blumert (DATE)
Oklahoma County Commissioner, Dist. 1

Joe Allbaugh (DATE)
Chairperson of the Oklahoma County
Criminal Justice Authority

Brian Maughan (DATE)
Oklahoma County Commissioner, Dist. 2

Myles Davidson (DATE)
Oklahoma County Commissioner, Dist. 3

ATTEST:

Oklahoma County Clerk (DATE)