

## INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is among and between Oklahoma County, a political subdivision of the State of Oklahoma (“Oklahoma County”), The City of Oklahoma City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Oklahoma City”), The City of Edmond, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Edmond”), and The City of Midwest City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Midwest City”).

### WITNESSETH:

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

**WHEREAS**, Oklahoma County, Oklahoma City, Edmond, and Midwest City (collectively “Cooperating Entities”) are the local government units and public agencies entering and creating this Agreement and for the purpose of creating an entity to carry out cooperative functions; and

**WHEREAS**, Oklahoma County is the subdivision of the State of Oklahoma with certain constitutional and statutory authority in Oklahoma County; and

**WHEREAS**, The City of Oklahoma City is an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution with certain constitutional and statutory authority in Oklahoma City which is within Oklahoma County; and

**WHEREAS**, The City of Edmond is an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution with certain constitutional and statutory authority in Edmond which is within Oklahoma County; and

**WHEREAS**, The City of Midwest City is an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution with certain constitutional and statutory authority in Midwest City which is within Oklahoma County; and

**WHEREAS**, the Cooperating Entities desire to promote policies that will lead to a more effective criminal justice system, enhance public safety, encourage regular communication and collaboration among the Cooperating Entities, reduce unnecessary incarceration, and control costs; and

**WHEREAS**, the intent of the Cooperating Entities through greater cooperation and coordinated action is to:

- study and evaluate the criminal justice system,
- collect and analyze data related to the criminal justice system,
- promote increased efficiency and effectiveness of the criminal justice system,
- recommend policies and programs to:
  - reduce recidivism,
  - reduce jail population, and
  - increase community and public safety,
- recommend policies and practices to control the costs of criminal justice system and incarceration, and increase community support for the criminal justice system.

**NOW THEREFORE**, in consideration of the mutual obligations and benefits described herein, the Cooperating Entities hereby enter into this Agreement as follows:

1. COUNCIL CREATED

There is hereby created by this Agreement a separate legal entity to be known as the Oklahoma County Criminal Justice Advisory Council (“Council”).

2. PURPOSE

A. The Council will assist the Cooperating Entities in improving cooperation and coordination of activities that affect the criminal justice system in Oklahoma County.

B. The Council will promote policies that will lead to a more effective criminal justice system, enhance public safety, encourage regular communication and collaboration among the Cooperating Entities and all parts of the criminal justice system in Oklahoma County, reduce incarceration, and control costs.

C. The Council will provide advice to the Cooperating Entities on issues concerning the physical facility of the Oklahoma County Jail, or the jails of the signatory municipalities, including advice about necessary or advisable improvements to such jails.

D. For the purpose of recommending policies and programs that will lead to a more efficient and effective administration of the criminal justice system, the Council will collect and analyze data, accumulate and evaluate ideas, and conduct studies to enhance the criminal justice system in Oklahoma County involving but not limited to:

- 1) community and public safety,
- 2) cost control in the criminal justice system,

- 3) communication and collaboration among the Cooperating Entities and all parts of the criminal justice system in Oklahoma County regarding shared criminal justice concerns,
- 4) alternatives to incarceration,
- 5) reduction of the jail population
- 6) reduction of recidivism, and
- 7) community support for criminal justice reform.

E. The Council will share information and recommendations for best legislative and administrative practices and policies for enhancing the criminal justice system with the Cooperating Entities, the State Legislature, and other parties engaged in or affecting the criminal justice.

F. The Council will annually review its goals and strategic plan during its regularly scheduled meeting in April. If such meeting is cancelled for any reason, then this annual review will occur prior to May 31 of that year. Pursuant to this review, the Council will determine whether the Council is adequately addressing its goals and implementing its strategic plan.

### 3. POWERS OF THE COUNCIL

The Council is advisory and has no constitutional or statutory powers. The Council provides written recommendations to the Cooperating Entities that the Council determines will achieve the purposes of the Council.

### 4. COUNCIL MEMBERS

A. The Council shall consist of the following members (“Members”):

- 1) A Commissioner from the Board of Oklahoma County Commissioners, as designated by the Board of County Commissioners.
- 2) The Presiding Judge of the Oklahoma County District Court.
- 3) The Court Clerk of Oklahoma County.
- 4) The District Attorney of Oklahoma County.
- 5) The Sheriff of Oklahoma County.
- 6) The Oklahoma County Public Defender.
- 7) The Commissioner of the Oklahoma Department of Mental Health and Substance Abuse Services.
- 8) The City Manager of Oklahoma City.
- 9) The Presiding Judge of Oklahoma City Municipal Court.

- 10) The Court Administrator of the City of Oklahoma City.
- 11) The Chief of Police of Oklahoma City.
- 12) The City Manager of Edmond, or their designee.
- 13) The City Manager of Midwest City, or their designee.
- 14) The President of the Greater Oklahoma City Chamber of Commerce.
- 15) An additional representative designated by the Greater Oklahoma City Chamber of Commerce.
- 16) A community representative designated by vote of the Council (“First Community Representative”).
- 17) A community representative designated by vote of the Council. (“Second Community Representative”).
- 18) A community representative designated by vote of the Council. (“Third Community Representative”).
- 19) A community representative designated by vote of the Council. (“Fourth Community Representative”).

B. Members who are designated by their position as a State, County or City elected official, an employee or an appointee shall be Members for so long as they hold such position.

C. Member who is designated by his/her position as the President of the Greater Oklahoma City Chamber of Commerce shall be a Member for so long as that person holds such position.

D. Member who is the additional representative designated by the Greater Oklahoma City Chamber of Commerce shall be a Member until the Secretary of the Council is notified by the President of the Greater Oklahoma City Chamber of Commerce of a change in designated representative.

E. Members who are the community representatives designated by vote of the Council shall be Members until the Council votes to designate different representatives at a duly called meeting of the Council. The Council will vote annually at its first meeting of the new calendar year to designate the First Community Representative and Second Community Representative, Third Community Representative, and Fourth Community Representative. These Members are elected annually so that the said representatives may be thanked for their service but so that no expectation of re-designation is created thereby providing the Council the flexibility to change its membership to better address subsequent, new, or additional issues. These Members may be re-elected for additional term(s) if the Council so elects.

F. Absence of any Council Member Council will not preclude the Council from meeting or acting whenever a quorum is present. In determining a quorum, positions that are vacant shall not be considered.

## 5. SUBCOMMITTEES

A. The Council may establish, disestablish structure and restructure such subcommittees (“Subcommittees”) as it deems necessary or appropriate to fulfill the Council’s purpose, further its goals and strategic plan, or address any other issues under its consideration.

B. The Council may appoint such Council Members and non-Council Members as it deems necessary or appropriate to participate in each Subcommittee (“Subcommittee Participants”). The Council will designate a Member of the Council as Subcommittee Chair. Subcommittees will meet as deemed necessary by their Subcommittee Chairs in consultation with the Council.

C. No Subcommittee may include a majority of the Council Members. Subcommittees will study assigned issues and make recommendations to the Council. Subcommittees will be advisory and will not take or be delegated any authority to act on behalf of the Council. As Subcommittees are advisory, will not include a majority of the Council Members, and are intended to encourage frank and open discussion between Subcommittee Participants, Subcommittee meetings are not public meetings and will only be open to the public as determined by the Council.

D. The Council may remove such Council Members and non-Council Members from any Subcommittee as it deems necessary or appropriate.

## 6. TERM OF THE AGREEMENT

A. The term of this Agreement shall be for five years from the Effective Date. The term of this Agreement may be extended by written amendment approved by all four Cooperating Entities. Prior to the expiration of this Agreement, the Chairperson of the Council will provide the Cooperating Entities at least six (6) months’ notice of the pending expiration date.

B. Upon expiration of this Agreement, the Council will dispose of any funds and any property rights and interests remaining in the ownership or control of the Council as determined by a vote of the majority of Council present at a duly called meeting at which a quorum is present. Should the Council fail to act prior to the expiration of this

Agreement, then the Council will divide the funds and any property rights and interests, which are remaining in the ownership or control of the Council, among the Cooperating Entities as the Council so determines.

C. This Agreement may be terminated and the Council may be dissolved at any time by a two-thirds vote of the Council Members.

D. Upon termination of this Agreement by the Council, the Council will dispose of any funds and any property rights and interests, which are remaining in the ownership or control of the Council, as determined by a vote of the majority of Council present at a duly called meeting at which a quorum is present. The Council will distribute any funds, property rights and interests which are remaining in the ownership or control of the Council to the applicable Contributing Entities in proportion to the Contributing Entities' applicable contribution.

## 7. COMPENSATION

The Council's Members, Council Subcommittee Participants and the Secretary of the Council will all serve without compensation or reimbursement of expenses from the Council.

## 8. CONFLICTS

Each Council Member who has a private pecuniary or property interest in a matter being considered by the Council must immediately inform the Council Chairperson and Council Secretary of the potential conflict of interest. If the Council's Chairperson has a private pecuniary or property interest in a matter being considered by the Council he or she must immediately inform the Council's Vice-Chair and Secretary of the potential conflict of interest. If a Council Member has a private pecuniary or property interest in a matter being considered by the Council they must recuse themselves from the Council's discussion and vote on such matter.

## 9. OFFICERS

A. Election - At the First Council Meeting and subsequently at the first meeting of the Council of each calendar year, the Council will nominate and elect a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary and such other officers as it deems necessary. The term of office will begin following such vote.

B. The Secretary and Assistant Secretary need not be a Member. All other officers must be Members. The Secretary and Assistant Secretary will be responsible for posting and publishing the Council agenda, taking and publishing Council minutes, maintaining Council records as required by the Open Records Act, responding to Open Records Act requests and notifying Members of Council meetings.

C. The Council's Chairperson, or in his/her absence the Vice-Chairperson, will preside at Council meetings. The Chairperson, or in his/her absence the Vice-Chairperson, has the authority to sign any official documents or reports authorized or approved by the Council on behalf of the Council. The Secretary or Assistant Secretary will attest each official document and report of the Council. The Vice-Chairperson will act as the Chairperson in the Chairperson's absence or as requested by the Chairperson.

D. The other officers nominated by the Council will perform applicable duties assigned by the Council.

E. Any officer may succeed himself/herself. If for any reason the Council fails to elect a Chairperson, Vice-Chairperson, Secretary, or Assistant Secretary at the first meeting of any calendar year, then the officer for the previous year will continue to service until the election is held. Any Member may nominate any other Member for any office on the Council. Election will be determined by a majority vote of the Council at any duly called Council meeting at which a quorum is present.

F. No officer elected by the Council will be removed from office, except by a vote of the Council, for good cause, during a duly called Council meeting.

## 10. COUNCIL MEETINGS

A. The First Council Meeting shall be at the time and date set by the President of the Greater Oklahoma City Chamber of Commerce. The First Council Meeting must be no later than sixty (60) days from the Effective Date of this Agreement. The City of Oklahoma City will host the First Council Meeting in the Conference Room on the Tenth Floor, 420 West Main Street, Oklahoma City, Oklahoma.

- 1) The President of the Greater Oklahoma City Chamber of Commerce will call the First Council Meeting to order and the first item of business at the First Council Meeting will be the election of the Chairperson, and Vice-Chairperson from among the Council's Members and the Secretary and Assistant Secretary.
- 2) The second item of business at the First Council Meeting will be to appoint the First Community Representative, the Second Community Representative, the Third Community Representative, and the Fourth Community Representative.
- 3) The third item of business at the First Council Meeting will be to appoint the Treasure and Assistant Treasurer from among the Council Members..

- 4) The fourth item of business at the First Council Meeting will be the appointment of general counsel to the Council who will serve without compensation or reimbursement of expenses from the Council.
- 5) The fifth item of business at the First Council Meeting will be to establish the time, date, and place for the next meeting and/or for the remainder of the calendar year.
- 6) The sixth item of business at the First Council Meeting will be establishing a procedure for creating agenda and providing notices of all meetings.
- 7) The seventh item of business at the First Council Meeting will be establishing a procedure for creating subcommittees.

B. The Council must designate the time and place of all subsequent Council meetings, which meetings must be conducted in compliance with the Oklahoma Open Meeting Act.

C. In order to encourage open discussion, subcommittee meetings are not public meetings unless a majority of the Council is present or unless otherwise determined by the Council to be required by the Oklahoma Open Meeting Act.

D. Regularly scheduled Council meetings will be held no less frequently than monthly. By December 15 of each year, the Council will provide written notice to the Oklahoma County Clerk and the City Clerks of the respective Cooperating Entities of the date, time, and place of all regularly scheduled meetings for the following calendar year. Written notice of any changes to the date, time, or place of any regularly scheduled meeting will be given to the Oklahoma County Clerk and respective City Clerks.

E. Agenda and minutes of the actions of the Council will be kept and made available to the public in compliance with the Oklahoma Open Records Act.

F. If circumstances require the Council to meet other than or in addition to a regularly scheduled Council meeting, then by notice from the Chairperson or notice from the Vice Chairperson or by written request of a majority of the Members a Special Meeting may be called. Such written notice of a Special Meeting must be provided to the Oklahoma County Clerk, respective City Clerks, and Council Members at least forty-eight (48) hours (excluding weekends and holidays) prior to such Special Meeting.

G. A written Council meeting agenda will be provided to all Members at least forty-eight hours prior to any regularly scheduled meetings. The written Council meeting agenda will be published for public notice in accordance with the Oklahoma Open Meeting Act, Title 25, § 301 et seq.

## 11. QUORUM

A quorum will be deemed to exist whenever the majority of the Members are present at a duly meeting called in accordance with Council procedures and the Oklahoma Open Meeting Act. In determining a quorum, positions that are vacant shall not be considered.

## 12. COUNCIL ACTION

- A. All Members will have an equal, single vote.
- B. An action may be taken by a majority vote of the Members present at a Council meeting in which a quorum is present for the vote. Such action will constitute an action of the Council.
- C. An action may only be taken at Council meetings and only on agenda items included in the notice of the Council meeting. Provided, however, the agenda item need only state the item of business to be transacted and need not state, recommend or anticipate the proposed action or decision of the Council.
- D. The Council may enter into Executive Session in accordance with the Oklahoma Open Meeting Act.
- E. The Secretary, or in his/her absence the Assistant Secretary, will sign all minutes.

## 13. FIDUCIARY RESPONSIBILITY OF THE COUNCIL

- A. The Council must deposit its funds into a restricted interest bearing account. Any funds held by the Council, and any interest accruing thereon, will only be expended by the Council as directed by action of the Council or as authorized by the Council. The Council will be responsible for proper administration, accounting, and expenditure of the funds of the Council.
- B. The Council may by action of the Council at any regularly scheduled meeting or any special meeting accept donations.
- C. The Council may by action of the Council at any regularly scheduled meeting or any special meeting enter into contracts.
- D. Disbursement of Council funds will only be pursuant to Council action at any regularly scheduled meeting or any special meeting or by resolution adopted by the

Council at any regularly scheduled meeting or any special meeting specifically authorizing disbursement of Council funds for enumerated purposes.

E. Disbursement of Council funds will require the signature of at least two Council Members. Disbursement of Council funds will be by checks signed by: (1) the Chairperson or Vice Chairperson of the Council, and (2) by the Council Member designated by the Council as Council Treasurer or Assistant Council Treasurer.

#### 14. CONTRACTS

A. The Council may enter into such contracts as may be authorized and approved by the Council. The Council is authorized to make payments on contracts, claims, or obligations authorized or approved or ratified by the Council from the Council funds.

B. The Council may contract for such services and assistance as the Council determines is necessary or beneficial for the operation of the Council. Such contracts will be subject to available funding and resources.

C. Should the Council enter a contract to provide services, the Council will include in the cost of service, among other expenses, the following:

- 1) funding for a Treasurer, to be appointed by the Council, to account for all revenues, deposits, funds, expenditures and receipts;
- 2) funding for a contract or project manager to administrate the contract, prepare an annual report for the Council, and undertake such other administrative work needed to support the contract or project; and
- 3) funding for subcontractors, services, supplies and other resources.

D. Should the Council enter a contract to provide services, the Council will establish and maintain a budget and performance plan for accomplishing tasks, providing the services, preparing, presenting and publishing the work product, and performing such other administrative and contracted tasks.

#### 15. AUDITING/RECORD KEEPING

The Council will be responsible for providing the Members quarterly reports and an annual audit of all funds received, interest accrued, and all claims and expenditures from Council funds.

16. BINDING EFFECT

This Agreement will become effective following the Oklahoma Attorney General’s approval and execution by each of the Cooperating Entities. The Effective Date of this Agreement shall be the date of approval by the Oklahoma Attorney General.

Execution of this Agreement by all Council Members and approval by the Oklahoma Attorney General binds each Cooperating Entity by all provisions of this Agreement. The Attorney General’s letter of approval will be provided to all parties upon approval.

17. NO THIRD PARTY BENEFICIARIES

The Council Members agree that no third party beneficiaries are created or will be deemed to have been created by this Agreement.

18. 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 Council and the Cooperating Entities at the following addresses:

Oklahoma County Criminal Justice Advisory Council  
c/o Secretary - \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email address: \_\_\_\_\_

Oklahoma County  
c/o Chairman of the Board of County Commissioners  
320 Robert S. Kerr Avenue  
Oklahoma City, Oklahoma 73102

Email address: \_\_\_\_\_

Oklahoma City  
c/o City Manager  
200 N Walker Avenue – 3<sup>rd</sup> Floor  
Oklahoma City, Oklahoma 73102

Email address: \_\_\_\_\_

Edmond  
c/o City Manager

\_\_\_\_\_  
\_\_\_\_\_

Email address: \_\_\_\_\_

Midwest City  
c/o City Manager

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Midwest City, Oklahoma  
Email address: \_\_\_\_\_

and to the Council Member at the addresses provided to the Council Secretary and Chairperson. The authorized notice address for a Council Member may only be changed by giving written notice to the Council Secretary and Chairperson. The authorized notice address for the Council Secretary may only be changed by giving written notice to the Council Chairperson. The authorized notice address for a Cooperating Entity may only be changed by giving written notice to the other Cooperating Entities and the Council Secretary and Chairperson.

#### 19. WHOLE AGREEMENT

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

#### 20. 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 Cooperating Entities, the last Cooperating Entity to approve will forward it to the Attorney General's office for its records and distribute fully executed copies to the Council and each Cooperating Entity.

#### 21. LIABILITY

A. No Cooperating Entity will be liable for the acts or omissions of the Council, any Council Member, or any other Cooperating Entity. No Council Member will be liable for the acts or omissions of the Council, any other Council Member, or any Cooperating Entity.

B. Council Members, while acting in their roles as Council Members, are not employees of the State of Oklahoma, Oklahoma County, Oklahoma City, Edmond, or Midwest City.

C. No Council Member shall be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in the performance of the Council or in the operation of the Council purpose, but liability for any act, omission or obligation

of a Council Member or Council Members, in the execution of the Council or the Council purpose, or in operation of the Council or the Council purpose, shall extend only to the Council assets, or so much thereof as may be necessary to discharge such liability or obligation, and not otherwise.

## 22. AMENDMENT

This Agreement may only be amended or modified by a subsequent written agreement of all Cooperating Entities.

## 23. ASSIGNMENT

This Agreement cannot be assigned without the prior written consent of all Cooperating Entities.

## 24. OPEN RECORDS

All records of the Council will be subject to the applicable provisions of the Oklahoma Open Records Act.

## 25. OPEN MEETINGS

All Council meetings will be subject to the applicable provisions of the Oklahoma Open Meeting Act.

## 26. COMPETITIVE BIDDING ACT

All contracts for public improvements entered into by the Council will be subject to the applicable provisions of the Oklahoma Competitive Bidding Act.

## 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 Council shall have such other and additional powers as may be permitted by Oklahoma law and as may be necessary or proper to accomplish its purposes.

This Agreement was approved by the Board of County Commissioners for Oklahoma County this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Attest:

**BOARD OF COUNTY COMMISSIONERS  
OKLAHOMA COUNTY**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman of the Board of County Commissioners

Approved for form and legality:

\_\_\_\_\_  
District Attorney

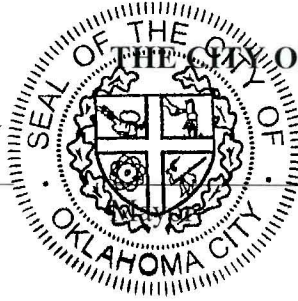
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This Agreement was approved by The City of Oklahoma City this 29th day of August, 2017.

Attest:



City Clerk





Reviewed for form and legality:

  
Deputy Municipal Counselor

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This Agreement was approved by the City of Edmond this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Attest:

**THE CITY OF EDMOND**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Reviewed for form and legality:

\_\_\_\_\_  
City Attorney

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This Agreement was approved by the City of Midwest City this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Attest:

**THE CITY OF MIDWEST CITY**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Reviewed for form and legality:

\_\_\_\_\_  
City Attorney

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This Agreement was approved by the Presiding Judge of Oklahoma County on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By \_\_\_\_\_

Print Name \_\_\_\_\_

As Oklahoma County Presiding Judge

This Agreement was approved by the Sheriff of Oklahoma County on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By \_\_\_\_\_

Print Name \_\_\_\_\_

As Oklahoma County Sheriff

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