

**THE STATE OF OKLAHOMA
COUNTY OF COMANCHE
CITY OF LAWTON**

INTERLOCAL AGREEMENT

**BETWEEN THE CITY OF LAWTON, OKLAHOMA AND
THE COUNTY OF COMANCHE, OKLAHOMA**

**2022 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2022 Local Solicitation**

This Agreement is made and entered into this ____ day of August, 2022, by and between the COUNTY of Comanche (hereafter "COUNTY"), acting by and through its governing body, the Board of County Commissioners, and the City of Lawton (hereafter "CITY"), a municipal corporation, acting by and through its governing body, the City Council, both of Comanche County, State of Oklahoma.

WHEREAS, this Agreement is made under the authority of Okla. Stat. tit. 74§ 1001 *et seq.*, the Oklahoma Interlocal Cooperation Act, and will terminate on September 30, 2025; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from their respective portions of the 2022 Edward Byrne Memorial JAG Program funds legally available to that party and described herein; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties and the communities they serve, that the undertaking will benefit the public, and that the division of funds as herein provided under this agreement is fair and just; and

WHEREAS, the CITY and COUNTY together received the award in the total amount of \$71,884.00. The CITY will receive \$57,507.20 of the award and will apply and administer all paperwork involved. The CITY will provide the COUNTY the agreed amount of \$14,376.80 from the overall JAG award as established through negotiations between the two entities for the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to allocate the JAG funds as specified herein to enable both parties to enjoy the benefits of the Program designed to enhance services provided by the respective law enforcement agencies;

NOW THEREFORE, the CITY and COUNTY agree as follows:

Section 1

CITY agrees to give COUNTY a total of \$14,376.80 of the total JAG funds awarded under the JAG Program.

Section 2

COUNTY agrees to use their \$14,376.80 portion of the 2022 Edward Byrne Memorial Justice Assistance Grant prior to September 30, 2025, and for the purpose of purchasing **[Tasers, K9 Vehicle Insert, K9 Narcotics Safe Kit, Computers, LED Standing Work Lights for Crime Scenes]**. CITY agrees to use their \$57,507.20 portion of the award prior to September 30, 2025, and for the purpose of purchasing **[Polaris General XP 4 Ride ATV, Bosch CDR Pro-Kit used to download information from MV's, Stop Stick Tire Deflation Device]**. The CITY and the COUNTY will be responsible for establishing and maintaining their own budgets concerning their allotted portions of these funds. Each agency will be responsible for acquiring, holding, and disposing of any real and personal property leased, purchased, or otherwise procured with their respective portion of the award;

Section 3

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Oklahoma Governmental Tort Claims Act, Okla. Stat. tit. 51 § 151 *et seq.*

Section 4

Nothing in the performance of this Agreement shall impose any liability for claims against CITY, other than claims for which liability may be imposed by the Oklahoma Governmental Tort Claims Act, Okla. Stat. tit. 51 § 151 *et seq.*

Section 5

Each party to this Agreement will be responsible for its own actions in the use of their portion of the award, and providing services thereby, under this Agreement. Neither party will be liable for any civil liability that may arise from how the other party uses their portion of the award, or the manner or method of services facilitated by the other party with their portion of the award.

Section 6

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto. Either the City or the County can terminate this Agreement, partially or in whole, upon thirty (30) days prior written notice to the other party. Upon the partial or complete termination of this Agreement, any property obtained by a party with portions of their allocated funds will remain the sole property of that party, and may be disposed of at that party's discretion.

Section 8

Both the CITY and the COUNTY hereby acknowledge that as a condition precedent to its entry into force, this Agreement will be submitted to the Attorney General who shall determine whether the Agreement is in proper form and compatible with the laws of the State of Oklahoma. The Attorney General shall approve any agreement submitted unless the Attorney General shall find that it does not meet the conditions set forth in Okla. Stat. tit. 70 § 1001 *et seq.*, and shall detail in writing, addressed to the governing bodies of the public agencies, the Attorney General's concerns regarding the specific respects in which the proposed Agreement fails to meet the requirements of law. Failure to disapprove an Agreement submitted hereunder within sixty (60) days of its submission shall constitute approval thereof. Both parties also hereby acknowledge that Okla. Stat. tit. 70 § 1005 requires this Agreement be filed with the Comanche County Clerk and the Oklahoma Secretary of State prior to it becoming effective.

CITY OF LAWTON, OKLAHOMA

A Municipal Corporation

By: _____
STAN BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

Approved as to form and legality this _____ day of _____, 2022

JOHN RATLIFF, CITY ATTORNEY

COMANCHE COUNTY, OKLAHOMA

By: _____
ALVIN CARGILL, CHAIRMAN

By: _____
GAIL TURNER, VICE-CHAIRMAN

By: _____
JOHNNY OWENS, MEMBER

ATTEST:

CARRIE TUBBS, COUNTY CLERK

Approved as to form and legality this _____ day of _____, 2022.

COUNTY ATTORNEY