

JUVENILE DETENTION AGREEMENT

This Agreement is made and entered into this 1st day of July 2021, by and between the City of Lawton, Oklahoma, a municipal corporation (City), and the Board of County Commissioners of Comanche County, Oklahoma (County).

WHEREAS, pursuant to the provisions of 10A O.S. Section 2-3-103, the County maintains and operates the Comanche County Regional Juvenile Detention Center (Detention Center) for the purpose of providing a secure detention facility for those qualified juveniles; and

WHEREAS, a portion of the cost of the operation and maintenance of the Detention Center is derived from payments by participating counties and grants through the Office of Juvenile Affairs. However, the receipts from these sources do not cover all of the expenses of the operation of the Detention Center; and

WHEREAS, although the Detention Center services twenty-five (25) counties by contract, and any other Oklahoma county if room is available, a majority of the juveniles detained and housed by the Detention Center originate from within the city limits of the City of Lawton, and the City agrees that it should contribute to the costs of the maintenance and operation of the Detention Center.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

SECTION 1- General Provision: The operation and maintenance of the Detention Center shall be administered by the Comanche County Juvenile Bureau (CCJB) pursuant to the applicable state statutes. The cost of the operation of the Detention

Center, in excess of the funds received from other sources, shall be shared equally by the City and County based on prior approval by the City and the County.

SECTION 2 – Expenses: In determining the amount to be paid by each of the parties for the maintenance and operation of the Detention Center, the CCJB shall prepare a proposed operational budget for the Detention Center for each succeeding fiscal year. The said budget shall be provided to the City and County prior to the first day of March of 2021, and prior to the first day of March each succeeding year during continuation of this Agreement. The budget submitted by the CCJB shall be subject to approval by the County and City. The City shall approve or disapprove its share of the budget for the Detention Center on or before June 23rd of each succeeding year. A juvenile detention fund account shall be maintained by the County for use in the operation and maintenance of the Detention Center. For the Fiscal Year 2021-2022, the City shall contribute no more than ninety-three thousand, two hundred twenty dollars and 00 cents (\$93, 220.00) for the operation of the Detention Center. Provided, however that CCJB shall submit to the City's Police Chief a monthly statement for the City's share for the operation expenses for the Detention Center, said statement to be submitted to the Police Chief by the 10th of the month following the month for which services were rendered by the Detention Center. The monthly statement shall include the number of juveniles who are residents of the City detained at the Detention Center and the number of days each juvenile was detained at the Center. In addition, the County – if requested by the City – will provide an affidavit affirming the correctness of any statement / invoice it submits to the City regarding this Agreement. In the event any additional expenses arise not provided for in the budget which may require additional

contributions for the County and the City, both parties must approve and authorize the additional expenditure and agree to pay their proportionate share before the expenditure is incurred.

SECTION 3 – Term: This Agreement shall be in effect from July 1, 2021 and expire June 30, 2022. Thereafter the Agreement may be extended for successive twelve (12) month terms by agreement of the parties.

In the event no affirmative action is taken by the parties to terminate this Agreement, the Agreement shall be deemed to automatically be extended for the succeeding twelve (12) month term. Either party may terminate the agreement by giving written notice to the other not less than ninety (90) days prior to the expiration of the current term.

SECTION 4 – Dissolution: Upon the termination of this Agreement the CCJB shall, within thirty (30) days of notice of termination, prepare a final accounting reflecting the expenses and obligations of each of the parties up to the date of termination. Each party shall pay their proportionate share of the expenses and liabilities within thirty (30) days of being furnished a copy of the final accounting. Any disputes concerning the final accounting shall be resolved by a Judge of the District Court of Comanche County, Oklahoma. All property, real or personal being used, for or by the Detention Center, shall remain the property of the County.

SECTION 5 – Review: The City has the right, at its own costs, to audit the financial records of the CCJB within five (5) days after notice from the City's City Manager to the Director, CCJB.

SECTION 6 – Review: Citizen’s Advisory Committee Representatives: The City’s Mayor shall recommend two representatives to the Citizen’s Advisory Committee to the Juvenile Division of the District Court of Comanche County, for appointment by the Juvenile Judge as voting members of the Citizen’s Advisory Committee. The County agrees that it will affirmatively support the Mayor’s recommendations.

SECTION 7 – Indemnity Clause: County agrees that it will hold harmless and indemnify the City, its officials and employees against all liabilities and claims under either federal or state law for personal injuries, death and property damages arising out of the maintenance and operation of the Detention Center.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

By: _____
Stanley Booker,
Mayor

ATTEST:

Traci Hushbeck,
City Clerk

BOARD OF COUNTY COMSSSIONERS
OF COMANCHE COUNTY, OKLAHOMA

By: _____
Alvin Cargill,
Chairman

By: _____
Gail Turner,
Vice-Chairman

By: _____
Johnny Owens,
Member

Approved as to form and legality this _____ day of
_____, 2021.

By: _____
John Ratliff
City Attorney

Approved as to form and legality this _____ day of
_____, 2021.

By: _____
Assistant District Attorney