

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

INTERLOCAL AGREEMENT

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

**2021 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 Local Solicitation**

This Agreement is made and entered into this ____ day of October, 2021, by and between the COUNTY of Comanche, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the City of Lawton, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Comanche County, State of Oklahoma.

WHEREAS, this Agreement is made under the authority of Title 74, Oklahoma Statutes, Sections 1001 et seq., the Oklahoma Interlocal Cooperation Act: 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 current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreements: and,

WHEREAS, the CITY and COUNTY together received the grant in the total amount of \$ 73,746.00. The CITY will receive \$ 58,996.80 of the award and will apply and administer all paperwork involved. The CITY will provide the COUNTY the agreed amount of \$ 14,749.20 from the JAG award as established through negotiations between the two entities for the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: and

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

NOW THEREFORE, the CITY and COUNTY agree as follows:

Section 1

CITY agrees to pay COUNTY a total of \$ 14,749.20 of JAG funds awarded to the CITY under the JAG Program. A description of the Program is attached hereto as Exhibit "A".

Section 2

COUNTY agrees to use \$ 14,749.20 for the 2021 Edward Byrne Memorial Justice Assistance Grant prior to September 30, 2024.

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.

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.

Section 5

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

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 express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

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 _____, 2021

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 _____, 2021

COUNTY ATTORNEY