

**INTERLOCAL AGREEMENT FOR
THE OPERATION OF A JAIL AND DISPATCH CENTER FOR GREER COUNTY**

This Interlocal Agreement is entered into this 8th day of July, 2024, by and between the City of Mangum, a municipal corporation ("City"), located at 130 N. Oklahoma, Mangum, OK 73554, and Greer County ("County"), located at 106 E. Jefferson, Mangum, OK 73554.

Recitals

Whereas, the County currently operates a County Jail that is cost-prohibitive to rehabilitate;

Whereas, The County desires to utilize the old Armory Building located at 115 E. Lincoln Street, Mangum, OK 73554, and legally described as follows, as the new County Jail:

All of Bock 33, Original Addition, City of Mangum, Greer County, being a parcel of land 175 feet wide running north and south, 200 feet in length, running east and west, boarded on the east of Carolina Avenue (now North Louis Tittle) and boarded on the south by Lincoln Street, located in the City of Mangum, County of Greer, State of Oklahoma

Whereas, the City supports and recognizes the need for a new County Jail and agrees that the Armory could serve this purpose;

Whereas, the City currently dispatches for the County and desires to come to a final decision as it relates to ongoing dispatch issues;

Therefore, in exchange of sufficient consideration, the parties agree to the following terms and conditions set forth in this Agreement as follows:

Section 1. Responsibilities of Each Party

1.1. The City will provide the following, unless otherwise stated in this agreement:

- a.** The City will transfer to the County the Armory, inclusive of all land, buildings, and appurtenances, above described, by a good and sufficient warranty deed, in order to refit the structure and grounds to be utilized as a County Jail, free from all liens and encumbrances;
- b.** The City will continue to provide dispatch services for the County until October 1, 2024;
- c.** Beginning October 1, 2024, the City will transfer financial responsibility, operational and supervisory control, and all current dispatchers to the

County and will pay the County \$74,999.97 for the FY2025 fiscal year at a rate of \$8,333.33 per month, for the County to provide dispatching services for the City of Mangum;

- d. Beginning July 1, 2025 (the FY2026 year), the City intends to pay the County \$100,000.00 per year at the rate of \$8,333.33 per month, for the County to provide dispatching services for the City of Mangum. The parties recognize and acknowledge that this provision is subject to Section 3.2 of this Agreement and Article X, § 26 of the Oklahoma Constitution that prohibits any public corporation from creating an indebtedness or obligating revenues beyond this current fiscal year. Therefore, this particular provision, prior to going into effect, must be approved in accordance with section 3.1 of this Agreement before any obligation, expressed or implied, by this paragraph goes into effect;
- e. The City will terminate any contract for any entity currently leasing any portion of the Armory;
- f. The City will provide immediate access to the Armory for the County to begin the process of refitting the structure to meet the needs of a County Jail. However, County may not disturb any existing tenant until such time as the tenant vacates the Armory.
- g. The City will continue to maintain insurance on the Armory until the execution of the deed conveying the property to the County.

1.2. The County will provide the following, unless otherwise stated in this agreement:

- a. County will waive all booking fees associated with any municipal inmates booked in at the Greer County Jail beginning immediately and continuing with the new facility;
- b. County will immediately designate two (2) free beds at the current Greer County Jail to be utilized for municipal inmates and will continue to designate two (2) free beds at the Armory upon it being refitted into a new County Jail;
- c. For purposes of this agreement a "municipal inmate" means an inmate arrested for a municipal code violation and whose case is, has been, or will be adjudicated in the Mangum Municipal Court;
- d. County will immediately provide the City access to qualifying county inmates for labor projects, when available, and continue to do so after the construction of the new facility. "Qualifying county inmates" means

inmates that, due to their sentencing, the sheriff has the authority and the inmate is eligible, to be employed for public works projects.

- e. County will begin dispatching, supervising, controlling, employee, and otherwise provide dispatch services, for the City beginning October 1, 2024, in exchange for \$8,333.33 per month, for a total cost of \$74,999.97, for the FY2025 year, and will not increase the City's fee for dispatch.
- f. Beginning July 1, 2025, (FY2026), the County will dispatch for the City at a rate of \$100,000.00 per year, to be paid at a rate of \$8,333.33 per month. The parties recognize and acknowledge that this provision is subject to Section 3.2 of this Agreement and Article X, § 26 of the Oklahoma Constitution that prohibits any public corporation from creating an indebtedness or obligating revenues beyond this current fiscal year. Therefore, this particular provision, prior to going into effect, must be approved in accordance with section 3.1 of this Agreement before any obligation, expressed or implied, by this paragraph goes into effect;
- g. County will be responsible for all maintenance and upkeep costs of the Armory, including the mowing and maintenance of the lawn, grass, hedges, etc., upon receiving the deed conveying the the property to the County.
- h. County will be responsible for 100% of all utilities for the Armory effective the day the City conveys the Armory to the County. "Utilities" means gas, electric, water, sewer, and waste collection.

Section 2. Relationship of the Parties

- 2.1. The City and the County, by virtue of entering into this agreement, seek to enter into a contractual agreement for the sole purpose of ensuring the purposes stated herein.
- 2.2. Both parties agree and acknowledge that, by virtue of this agreement, are not partners or joint venturers and will, for all other purposes be considered independent contractors in the fulfillment of their contractual responsibilities stated in this agreement. In this respect, neither party may bind the other or otherwise incur an obligation on behalf of the other.

Section 3. Term

- 3.1. The primary term of this Agreement commences on the Effective Date and continues through June 30, 2025. Thereafter, this Agreement will must be renewed on or before March 15th of each year. Any extension to this agreement will be for a period beginning July 1st and ending June 30th the following year.

3.2. Both parties agree and acknowledge that, in accordance with Article X, § 26, of the Oklahoma Constitution, neither party may obligate funds or revenue beyond one fiscal year (ending June 30th of each subsequent year). Therefore, this Agreement can be terminated at the conclusion of any fiscal year, without cause, if funding is not available for subsequent fiscal years. In no way does this agreement obligate or require either party to appropriate any funds or revenue beyond the current fiscal year to satisfy any expressed or implied future obligation that may otherwise arise under this Agreement. In addition, by virtue of executing this Agreement, both parties agree and acknowledge that this agreement will have to be renewed and approved on a yearly basis by each party's respective governing boards, in accordance with relevant State law.

Section 4. Termination

4.1. Either party may terminate this agreement, without cause, under the following conditions:

- a.** On June 30th of any calendar year if this agreement is not expressly renewed on or before March 15th of each calendar year.
- b.** On June 30th of any calendar year if, through the budgeting process, either party does not have sufficient funds to fulfill its duties under this agreement.

4.2. Either party may terminate this agreement if the other party fails to perform its duties under this agreement. However, prior to terminating this agreement, notice of default must be provided to the other party in writing and the party declaring a default must provide the other party a reasonable time to correct such default.

- a.** For purposes of this paragraph, "reasonable time" is defined by a period of time of at least 15 days, but not more than 90 days if such default cannot be reasonably cured in 15 days and the defaulting party is working diligently to cure the default.
- b.** If, after receiving notice of the default, the defaulting party fails to cure such default, the other party may immediately terminate the agreement on a date certain.

4.3. In addition to any other termination rights set forth in this Agreement, this Agreement may be terminated by either party if any of the following circumstances occurs:

- a.** Either party fails to meet or perform its obligations under this agreement;

- b. Either party fails to maintain the requisite insurance as specified in this agreement;
- c. Either party fails to maintain all required equipment necessary to perform the duties specified in this agreement;
- d. Either party, due to budgetary reasons or constraints, cannot or does not appropriate necessary funds or expenditures for the purposes set forth in this agreement.

Section 5. Representation and Covenants

5.1. The City represents and covenants to the County as follows:

- a. The City is a municipal corporation organized under the laws of the State of Oklahoma;
- b. To its knowledge, the execution of this Agreement will not constitute a violation of any law;
- c. The City Manager, or her designee, will act as the City's agent for all dealings with the County in relation to this agreement and the City Manager is expressly granted the authority to execute all documents in connection with this Agreement;
- d. The City Manager may designate an individual to act in his stead during his absence.

5.2. The County represents and covenants as follows:

- a. It has the requisite experience, equipment, and knowledge to perform the duties assigned to it under this Agreement;
- b. It has the authority to enter into any Agreement;
- c. The County will designate an individual to act as its agent for all dealings with the City in relation to this agreement and is expressly granted the authority to execute all documents in connection with this agreement.

Section 6. Non-Discrimination

6.1. Both parties agree that no person, on the grounds of race, color, national origin, gender, sex, age, handicap, other federally- or state-established protective class, either now determined or may be determined in the future, or other immutable trait will be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of or services provided by the County.

- 6.2. Both parties agree to adhere to all federal and state regulations related to non-discrimination, including all amendments made to such laws in the future.
- 6.3. Both parties have the right to terminate this agreement immediately in the event of any findings that the anti-discrimination laws as espoused by Federal, State, or City Law have been violated.

Section 7. Force Majeure

Neither Party shall be liable or responsible to the other Party for any delay, loss, damage, failure, or inability to perform under this Agreement due to an Event of Force Majeure, provided that the Party claiming failure or inability to perform provides written notice to the other Party within thirty (30) days of the date on which such Party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a Party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

Section 8. Assignment

Neither party may assign this Agreement without prior written consent of the other party. Any assignment in contravention of this Section is void.

Section 9. Choice of Law

The parties agree that this Agreement will be construed and enforced in accordance with Oklahoma Law and that Greer County, Oklahoma, is the proper venue to bring any action to enforce this agreement.

Section 10. Insurance

- 10.1. Both parties will, at all times during the life of this agreement, maintain general liability insurance protecting against bodily injury, personal injury, and property damage; automobile insurance; and professional health care liability insurance.
- 10.2. The required insurance as stated in this section must be at sufficient policy limits that are commercially reasonable for the work and service the County provides.

Section 11. Indemnification

- 11.1. The City will indemnify and hold harmless the County and its employees and affiliates from and against any liability, including reasonable attorney's fees, which may arise out of the negligent or intentional acts or omissions of The City or any officer or employee of the City, so long as such liabilities do not arise or result from a breach of this Agreement by the County or the negligence, willful misconduct, or bad faith of the County. Moreover, the County shall not,

by entering into and performing this Agreement, become liable for any debts and obligations of the City in relation to the City carrying out its obligations under this agreement.

- 11.2.** The County will indemnify and hold harmless the City and its employees and affiliates from and against any and all liability, including reasonable attorney's fees, which may arise out of the negligent or intentional acts or omissions of the County or any officer or employee of the County, so long as such liabilities do not arise or result from a breach of this Agreement by the City or the negligence, willful misconduct, or bad faith of the City. Moreover, the City shall not, by entering into and performing this Agreement, become liable for any debts and obligations of the County in relation to County carrying out its obligations under this agreement.

Section 12. Severability

If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement, and the application of this Agreement to other circumstances, shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 13. Amendments

Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated, unless as otherwise provided for in this Agreement, except by an instrument in writing signed by an authorized representative of the Party against whom the enforcement of the change, waiver, or termination is sought.

Section 14. Waiver and Remedies

- 14.1.** No Failure or delay by any party to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach, will constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach will affect or alter the remaining terms of this Agreement, but each and every term of this Agreement will continue in full force and effect with respect to any other then existing or subsequent breach.
- 14.2.** The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity. Every remedy given by this Agreement may be exercised from time to time and as often as may be deemed expedient by the Party exercising such remedy.
- 14.3.** No clause or statement waives, either expressly or implicitly, any rights or immunities provided by law, including such rights and remedies afforded under the Governmental Tort Claims Act.

Section 15. No Third Party Beneficiaries

There are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claim thereunder, it being intended that solely the Parties hereto shall have rights and may make claims hereunder.

Section 16. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the Parties and transmitted by facsimile or electronic transmission and if so executed and transmitted, shall be effective as if the Parties had delivered and executed original of this Agreement.

Section 17. Acknowledgment

The Parties acknowledge that they have been provided with a copy of this Agreement for review prior to signing it, that they have been given the opportunity to review it prior to signing it, that they have been given the opportunity to have this Agreement reviewed by their respective attorneys prior to signing it, and that they understand the purpose and effect of this Agreement.

Section 18. Entire Agreement

This Agreement, including any schedules or addendums that are attached, constitutes the entire agreement between the City and County with respect to the subject matter and supersedes all prior agreements and understandings, oral and written, between them with respect to the subject matter of this Agreement. Any representations, promises, guarantees, or statements made by either party in the negotiating or drafting of this agreement that is not included in this Agreement are unenforceable.

Section 19. Notice

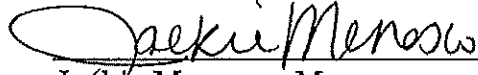
All notices or other communications required or permitted to be given in accordance with this Agreement must be in writing and will be deemed to be duly given when delivered in person or two (2) business days after they are mailed prepaid certified mail, return receipt requested, to the address listed in the introductory paragraph, unless either party has notified the other in writing of a different address.

Section 20. Effective Date

The parties agree and acknowledge that his Agreement will become effective upon the signature of both parties and approval by the Oklahoma State Attorney General's Office.

Executed and accepted this 2 day of July, 2024, by:

CITY OF MANGUM



Jackie Menasco, Mayor

ATTEST:



City Clerk



Executed and accepted this 8th day of July 2024, by:
COUNTY

Board President - Chairman

ATTEST:

Braniff
vice-chairman

McDonz
Member

Buchanan
County Clerk.

