



# Special City Commission Meeting

June 17, 2024 at 9:00 AM

Greer County Courthouse 106 E. Jefferson Mangum, Ok 73554

## Record of Minutes

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*The Commission of the City of Mangum will meet in special session on June 17th, 2024, at 9:00 AM, at the Greer County Courthouse, 106 E. Jefferson, Mangum, OK for such business as shall come before said Commission.*

### ORDER OF BUSINESS

#### CALL TO ORDER

Meeting called to order at 9:00am.

#### ROLL CALL AND DECLARATION OF QUORUM

##### PRESENT

Commissioner Judith McCaslin  
Commissioner Dixie Peterson  
Commissioner Mark Chapman  
Mayor Jackie Menasco  
Corry Kendall, City Attorney

##### ABSENT

Commissioner Michelle Huckabay

#### OTHER ITEMS

1. Discussion and possible action to meet with the Greer County Commissioners at the Greer County Courthouse located at 106 E Jefferson regarding entering into an Interlocal Agreement with the Greer County Sheriff's Office that includes conveying the Armory Building to Greer County for conversion into a county jail and determining the consideration for the conveyance which may include services in kind, a monetary payment, a reversionary interest, relocation of dispatch to a city-owned building, or other fair compensation.

County Commissioners and City Commissioners met in a special meeting to discuss and finalize conveying the Armory Building to Greer County for a jail. After long discussions, both boards came to an agreement as follows:

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 for the County to refit the structure and grounds to be utilized as a County Jail, free of all liens and encumbrances.

- b. The City will provide dispatching services until June 30, 2026.
  - c. Beginning the fiscal year beginning July 1, 2026, the City will pay the County \$100,000.00 per year for dispatching services.
  - d. The City will terminate any contract for any entity currently leasing any part of the Armory
  - e. The City will grant immediate access to the Armory for the County to begin the process of refitting the structure to a jail. However, the County may not disturb any existing tenant until such time as the tenant vacates the Armory.
2. The County will furnish the following as consideration for the purchase of the Armory:
- a. County will waive all booking fees associated for any municipal inmates booked in at the Greer County Jail beginning immediately and continuing with the new facility;
  - b. County will provide the City two (2) free beds at the current Greer County Jail and two (2) free beds at the Armory upon it being refitted into a new County Jail.
  - c. County will immediately provide the City with county inmates for labor projects, when available, and continue to do so after the construction of the new facility.
  - d. County will begin dispatching for the City beginning July 1, 2026, in exchange for \$100,000.00, and will not increase the City's fee for dispatch in perpetuity.
  - e. County will, within 60 days of execution of this LOI, relocate dispatch to an appropriate, more secure space.
  - f. County will be responsible for all maintenance and upkeep of the Armory property, including the mowing and maintenance of the lawn, building, and all other appurtenances, upon receiving the deed conveying the Armory to the County.
  - g. County will be responsible for 100% of the utilities for the Armory effective the day the City conveys the Armory to the County. "Utilities" means gas, electric, water, sewer, and waste collection.
3. Both parties agree and acknowledge that neither party may obligate funds and 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 LOI, both parties agree and acknowledge that the final 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.
4. The City and the County, by virtue of entering into this Agreement, seek to enter into a contractual agreement for the sole purposes stated within this agreement. By virtue of this agreement, the parties are not partners or joint venturers and will, for all 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.

5. Each party will indemnify and hold harmless the other from and against any liability, including reasonable attorney's fees, which may arise out of the negligent or intentional acts or omissions of the agents of either parties.
6. The parties agree that this LOI will become effective upon the signature of both parties.
7. The parties further agree that they will continue to negotiate a full interlocal agreement that will be presented to each party for approval of each party's governing board no later than July 15, 2024.
8. The parties acknowledge that any interlocal agreement must be approved by the Attorney General's Office. As such, the parties agree that closing on the building will be scheduled as soon as practicable after approval of the final agreement.
9. This agreement, once executed, will replace and supersede any other agreements previously executed concerning dispatch or the jail.

## **ADJOURN**

### *Motion to Adjourn*

Motion to adjourn at 10:30am.

Motion made by Commissioner Peterson, Seconded by Commissioner Chapman.

Voting Yea: Commissioner McCaslin, Commissioner Peterson, Commissioner Chapman

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*Jackie Menasco, Mayor*

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*Erma Mora, City Manager*