

**THE STATE OF OKLAHOMA
COUNTY OF MUSKOGEE**

KNOW ALL BY THESE PRESENT

**AGREEMENT
BETWEEN THE CITY OF MUSKOGEE, OKLAHOMA AND COUNTY OF MUSKOGEE, OKLAHOMA**

2023 EDWARD R. BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 1st day of August, 2023, by and between the COUNTY of Muskogee, acting by and through its governing body, the Board of County Commissioners of Muskogee County, hereinafter referred to as COUNTY, and the CITY of Muskogee, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Muskogee, State of Oklahoma, witnesseth:

WHEREAS, the respective parties, 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, the respective parties find that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the service or functions under this agreement; and

WHEREAS, the respective parties acknowledge that legislation authorizing the JAG grant requires that the COUNTY and CITY cooperate in facilitating any law enforcement programs, services or obtaining equipment pursuant to the expenditure of the JAG grant funds; however, the COUNTY agrees to allocate its entitlement to a portion of the award directly to the CITY for the purpose of obtaining needed law enforcement equipment.

WHEREAS, the parties believe that such a reallocation of JAG funds will positively affect law enforcement county-wide, and thus advance the purpose of the JAG Grant.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The entire Award for the 2023 JAG Grant program is \$40,566.00

Section 2.

The City of Muskogee will act as the recipient for the grant and will receive an award of \$20,283.00

The County of Muskogee will be the subrecipient of the grant and will receive an award of \$20,283.00

Section 3.

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

Section 4.

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

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 of virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligation 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 MUSKOGEE

Marlon Coleman, Mayor

Attest: _____
Tammy Tracy, City Clerk
(seal)

Approved as to form and legality this _____ day of _____, 2023.

Katrina Bodenhamer, City Attorney

and

BOARD OF COUNTY COMMISSIONERS OF MUSKOGEE COUNTY

Kenny Hayne
By: Kenny Hayne, Chair

Attest: Polly Irving
Polly Irving, County Clerk

24th day of July 2023
Chairman Kenny Hayne
Member _____
Member Becky
Attest Polly Irving
County Clerk

(seal)



Approved as to form and legality this 24 day of July, 2023.

Larry Edwards
Larry Edwards, District Attorney