

Grant County Resolution Number 2022-48

**INTERLOCAL AGREEMENT**

**BETWEEN  
THE CITY OF ENID POLICE DEPARTMENT  
AND  
THE GRANT COUNTY SHERIFF OFFICE**

This Interlocal Agreement is made by and between the City of Enid Police Department, hereinafter referred to as "EPD," and the Grant County Sheriff Office, hereinafter referred to as "GCSO."

**WHEREAS**, the EPD has declared certain equipment to be Surplus; and,

**WHEREAS**, the GCSO is in need of equipment and is unable to purchase the needed equipment in a new condition; and,

**WHEREAS**, the parties hereto realize that it will be mutually beneficial to enter into an Interlocal Agreement for the loaning of equipment.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the benefits, which will accrue to the parties, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Purpose of Agreement. The parties hereby agree to loan surplus equipment to one another, if needed, to assist in law enforcement duties. Equipment loaned may be modified, as desired, by the receiving city at the receiving city's sole expense.

2. Equipment Loaned. The following equipment is hereby loaned to the GCSO:

Equipment	Serial or Other Identifying Number
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1. <u>Veh 2115— 2010 Ford Crown Victoria, 4 Dr. VIN 2FABP7BV0AX126812</u>	
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<u>Emergency Equipment Siren and lights</u>	_____
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2. <u>Veh 2107— 2009 Ford Crown Victoria, 4 Dr. VIN 2FAHP71V39X137519</u>	
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<u>Emergency Equipment Siren and lights</u>	_____
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3. Duty of Receiving City/County. The parties agree that the receiving city/county shall have the following duties during the loan period:
  1. Ensure that the staff members operating the equipment are trained in the proper operation of the equipment and adhere to safety protocols.
  2. Ensure that the staff members operating the equipment are provided with appropriate safety equipment.
  3. Notify the loaning city if any accidents occur which involve the equipment and/or if the equipment becomes inoperable or damaged.
  4. Pay the cost of all required licensing, tags, repair, maintenance, insurance, etc. for any and all equipment received during the loan period.
  5. Contact the loaning city to request an extension of the loan period, if necessary.
  6. Notify the loaning city when it is determined that the equipment is no longer needed.
  7. Work with the loaning city to schedule a pickup time and location for the loaning city to pick up the equipment.
  8. All equipment loaned shall be returned to the EPD upon termination of this Agreement or when the equipment is no longer needed, unless the EPD directs, in writing, otherwise. If the VEHICLE is not operational, you are responsible to arrange towing back to the City of Enid Service Center.
  9. Arrangements should be made to notify the Oklahoma Tax Commission and register your loaned vehicle as a Lessee and obtain appropriate County or City or School Tags.
4. Term. This Agreement shall be effective on the \_\_\_ day of \_\_\_\_\_ 2022, through the \_\_\_\_\_ day of \_\_\_\_\_ 2022. This Agreement shall automatically renew annually unless either party terminates pursuant to this Agreement. Either party may terminate this Agreement at any time upon thirty (30) days written notice.
5. Modification. Either party may request a modification of this Agreement by making a written request identifying the desired amendments, or the subject matter thereof. The party receiving the written request for modification shall be required to respond within thirty (30) days of receipt.
6. Consideration. As this Agreement is mutually beneficial, there will be no monetary compensation exchanged for the use of the equipment loaned under the terms of this agreement.

7. No Joint Venture. This Agreement shall not be construed as creating any agency or joint venture between the parties.
8. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
9. Compliance with Laws. The parties shall conduct business under the terms of this Agreement in such a manner that it does not violate Federal, State, or local laws or regulations applicable to its operations under the terms of this Agreement.
10. Default. Under this Agreement, default occurs when either party fails to keep, observe, or perform any material agreement, term, or provision of this Agreement to be kept, observed, or performed by it and such conduct continues for a period of thirty (30) days after written notice thereof by the other party.
11. Remedies Upon Default.
  1. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this Agreement without further notice.
  2. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default. The failure of either party to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy provided in this Agreement shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.
12. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

EPD:

City of Enid Police Department  
Attn: Police Chief  
P.O. Box 1768  
Enid, OK 73702

GCSO:

Grant County Sheriff Office  
Attn: Grant County Sheriff Office  
219 First Street  
Medford, OK 73759

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

13. Interpretation of Law. This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
14. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield.
15. Hold Harmless. The receiving city shall hold harmless the loaning city, and any and all officers, agents and employees of the, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of or in connection with a loan of equipment that takes place under this Agreement, whether or not any act or omission complained of is authorized, allowed or prohibited by the receiving city. Expenses shall include, without limitation, all out of pocket expenses, attorney's fees, witness fees, and discovery costs.
16. Assignment. Neither party shall assign any interest in this Agreement.
17. Construction. Captions and other headings contained in this Agreement are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
18. Integration, Amendments, and Interpretation. This Agreement constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Agreement and which specifically references this Agreement. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Agreement. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all of the terms in this Agreement not addressed in the amendment shall remain in full force and effect.
19. Binding Effect. This Agreement binds the parties and any successors and assigns of the parties.
20. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not

affect nor prejudice the applicability and validity of any other provision of this Agreement.

- 21. Counterparts. This Agreement may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the parties hereto until signed by all of the parties.
- 23. Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year last written below.

Date: \_\_\_\_\_

“EPD”  
The City of Enid Police Department

\_\_\_\_\_  
Bryan Skaggs, Police Chief

Date: 04-06-2022

“GCSO”  
Grant County Sheriff Office

  
\_\_\_\_\_  
Signature of Sheriff or Design

**ACKNOWLEDGMENT**

State of Oklahoma                    )  
  ) ss.  
County of Garfield                 )

Before me, the undersigned, a Notary Public in Grant County, State of Oklahoma, on this 6<sup>th</sup> day of April, 2022 personally appeared

affect nor prejudice the applicability and validity of any other provision of this Agreement.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year last written below.

Date: \_\_\_\_\_

“EPD”  
The City of Enid Police Department

\_\_\_\_\_  
Bryan Skaggs, Police Chief

Date: 04-06-2022

“GCSO”  
Grant County Sheriff Office

*Sean Sterling*  
Signature of Sheriff or Design

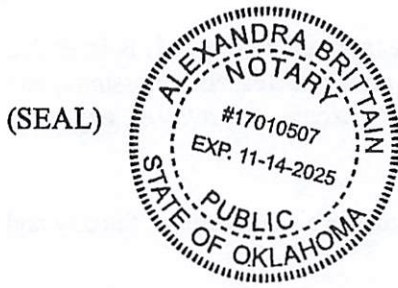
**ACKNOWLEDGMENT**

State of Oklahoma                    )  
  ) ss.  
County of Garfield                    )

Before me, the undersigned, a Notary Public in Grant County, State of Oklahoma, on this 6<sup>th</sup> day of April, 2022 personally appeared

Scott Sterling, GC Sheriff, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as "GCSO" and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Alexandra Brittain  
Notary Public

Approved as to form: 4/6/22  
[Signature]  
Benjamin Bowers, Grant Co.  
Assistant District Attorney

Signed and approved this 11th day of April 2022

Board of County Commissioners  
Grant County, Oklahoma

[Signature]  
Steve Stinson, Chairman

[Signature]  
Craig A. Fredrick, Vice Chairman

Max L. Hess  
Max L. Hess, Member

Cindy Pratt  
Cindy Pratt, County Clerk