

Council Letter No. 4402

Meeting Date: May 6, 2019

Mayor and City Commission  
City of Ardmore, Oklahoma

RE: Termination of the City of Haileyville, OK Interlocal Agreement and Donation of Police K9 Unit #212

Dear Commission Members:

The Ardmore Police Department is requesting permission to terminate the Interlocal Agreement with the City of Haileyville, OK, originally approved by the City Commission on September 19, 2016 (see attached), and donate Police K9 Unit #212, a 2008 Ford Crown Victoria Police Interceptor (Asset #007799; VIN#2FAFP71V18X151344), originally declared surplus on September 19, 2016, to Talihina Police Department.

On April 16, 2019 the Ardmore Police Department learned that Haileyville Police Department loaned Police K9 Unit #212 to Clayton Police Department. Clayton Police Department contacted the Ardmore Police Department on this same date to advise they no longer needed the unit and informed us that Talihina Police Department was in need of this unit for their K9 team.

Staff respectfully recommends the termination of the Interlocal Agreement with the City of Haileyville, OK and the donation of Police K9 Unit #212 to Talihina Police Department.

Respectfully,



Ken Grace  
Chief of Police

Reviewed by: \_\_\_\_\_

  
City Manager

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF ARDMORE POLICE DEPARTMENT AND  
THE CITY OF HAILEYVILLE, OKLAHOMA**

This Interlocal Agreement is made by and between the City of Ardmore Police Department, hereinafter referred to as "APD," and the City of Haileyville, OK, hereinafter referred to as "HAILEYVILLE."

**WHEREAS**, the APD has declared a 2008 Crown Victoria patrol vehicle to be surplus; and,

**WHEREAS**, the HAILEYVILLE is in need of a patrol vehicle for its new K9 unit and is unable to purchase the needed equipment; 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 HAILEYVILLE:

<i>Equipment</i>	<i>VIN Number</i>
2008 Ford Crown Victoria –without radio, Includes light bar and other equipment	2FAFP71V18X151344

3. Duty of Receiving City. The parties agree that the receiving city shall have the following duties during the loan period:
  - a. Ensure that the staff members operating the equipment are trained in the proper operation of the equipment and adhere to safety protocols.
  - b. Ensure that the staff members operating the equipment are provided with appropriate safety equipment.
  - c. Notify the loaning city if any accidents occur which involve the equipment and/or if the equipment becomes inoperable or damaged.
  - d. Pay the cost of all required licensing, repair, maintenance, insurance, etc. for any and all equipment received during the loan period. NOTE: The receiving city

shall not be authorized to take possession of motor vehicles unless and until proof of insurance is provided to APD.

- e. Contact the loaning city to request an extension of the loan period, if necessary.
  - f. Notify the loaning city when it is determined that the equipment is no longer needed.
  - g. Work with the loaning city to schedule a pick up time and location for the loaning city to pick up the equipment.
  - h. Should the receiving city be financially unable to make any required repairs to the loaned equipment, the equipment must be immediately returned to the APD and the APD, at its sole discretion, may choose to terminate this Agreement.
  - i. All equipment loaned shall be returned to the APD upon termination of this Agreement or when the equipment is no longer needed, unless the APD directs, in writing, otherwise.
4. Term. This Agreement shall be effective from the 1st day of ~~SEPTEMBER~~, 2016, through the 31st day of ~~DECEMBER~~, 2017. 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.

a. 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.

b. 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:

APD:

City of Ardmore Police Department  
Attn: Police Chief  
P.O. Box 249  
Ardmore, OK 73402

HAILEYVILLE:

City of Haileyville, OK  
Attn: Chief David Jonson  
P.O. Box 316  
Haileyville, OK 74546

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 Carter, or, if it has or can acquire

jurisdiction, in the United States District Court for the Eastern District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

15. Indemnification and Hold Harmless. The receiving city shall defend, indemnify and 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. Bargaining. The parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party.
22. 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

