

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is among and between the Board of County Commissioners of Oklahoma County, on behalf of the Oklahoma County Sheriff (“Oklahoma County”) and the Del City Police Department, a department of The City of Del City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Del City”).

WITNESSETH:

WHEREAS, pursuant to 74 O.S. §1001 et seq., local government units are authorized to enter into an Interlocal Agreement to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage to provide services that will accord best with the needs of the communities; and

WHEREAS, Oklahoma County and the City of Del City (collectively “Cooperating Entities”) are the local government units and public agencies entering and creating this Agreement; and

WHEREAS, the Board of County Commissioners of Oklahoma County is body corporate and politic of Oklahoma County and authorized to enter into agreements on behalf of the County pursuant to 19 O.S. § 3; and

WHEREAS, the Sheriff of Oklahoma County is charged with the statutory duty to keep and preserve the peace and to apprehend and secure persons who breach that peace or otherwise commit felony offenses within the boundaries of Oklahoma County pursuant to 19 O.S. § 516;

WHEREAS, the City of Del City is an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma Constitution with certain statutory authority in the City of Del City which is wholly within Oklahoma County; and

WHEREAS, the Cooperating Entities desire to join efforts and resources to identify and apprehend criminal suspects through joint intelligence and investigative efforts thereby improving public safety within the jurisdictions of the Cooperating Entities; and

NOW THEREFORE, in consideration of the mutual obligations and benefits described herein, the Cooperating Entities hereby enter into this Agreement as follows:

A. PURPOSE

To improve public safety through more effective investigation of criminal activities occurring within the boundaries of Oklahoma County by detecting and apprehending offenders who have violated the laws of the State of Oklahoma.

B. EXPENDITURES

Neither Party will charge the other Party any direct or indirect cost rate for the administration or implementation of this agreement. Each Party is responsible only for expenditures for their own employees.

C. LIABILITY AND INDEMNIFICATION

This Agreement is made between two political subdivisions. This Agreement does not create an employment relationship, a joint employment relationship, a borrowed servant relationship, an agency relationship, a joint venture, or an association between the parties. Persons deputized pursuant to this Agreement shall at all times remain under the supervision and control of the City of Del City.

In accordance with the provisions of 11 O.S. § 34-103(C), all liability for the acts and omissions of Del City Police Officers who are deputized by the Sheriff of Oklahoma County in accordance with the terms of this Agreement, shall in all cases remain an obligation and responsibility of the City of Del City.

D. DEPUTIZATION

Del City Police Officers may be deputized as Oklahoma County Sheriff's Deputies pursuant to 11 O.S. § 34-103(C).

The Chief of Police shall deliver in writing the names of those officers for whom he is requesting deputization. The Sheriff shall have the right to refuse deputization to any officer and shall have the right to withdraw a deputization once issued by providing notice to the Chief of Police in writing. Any credentials issued to a selected officer will be returned to the Sheriff as soon as possible upon receipt of written notice withdrawing the deputization or upon termination of a selected officer's need for deputization.

E. EFFECTIVE DATE

This Agreement will become effective following the Oklahoma Attorney General's approval and execution by each of the Cooperating Entities. The Effective Date of this Agreement shall be the date of approval by the Oklahoma Attorney General.

F. TERM OF THE AGREEMENT

The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be terminated by either party, for any or no reason, upon thirty (30) days' written notice to the other party.

As each Party is responsible for their own equipment and expenses, there will be no property or property interests in common at any time during or upon the expiration or

termination of this Agreement. Each Party will return any property borrowed from the other within thirty (30) days of the expiration or termination of this Agreement.

G. NOTICE

Any notice to be given under this Agreement will be given in writing and delivered by First Class U.S. Mail, or other similar and reliable carrier, or by receipted hand delivery, to the respective Cooperating Entity addresses below. Notice will be deemed to be provided at the time it is actually received or within five days after deposited in First Class U.S. Mail.

Board of County Commissioners of Oklahoma County
c/o County Clerk
320 Robert S. Kerr, 2nd Floor
Oklahoma City, OK 73102

Oklahoma County Sheriff's Office
c/o Sheriff Tommie Johnson
2101 NE 36th Street
Oklahoma City, OK 73111
Email address: Tommie.Johnson@oklahomacounty.org

The Del City Police Department
c/o Chief of Police Loyd Berger
4517 SE 29th Street
Del City, OK 73115
Email address: lberger@cityofdelcity.org

H. ENTIRETY OF AGREEMENT

This Agreement constitutes all of the terms and conditions agreed upon by the party and no party, agent, administrator, or their employees may alter or change the terms hereof. Further, no party shall be bound by any statement or representation not in conformity with this Agreement.

I. AMENDMENT OF AGREEMENT

The terms of this Agreement may be amended as required by law or as may be in the interests of the parties. Any such modification and its effective date will be agreed upon by all parties in writing.

J. THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended by the parties, nor shall the Agreement be construed to confer upon any person or legal entity not a party to this agreement, any right, remedy, or claim, equitable or legal, under or by reason of this Agreement or any

provision hereof. All provisions, conditions, and terms of this Agreement are intended to be and are for the exclusive benefit of the City of Del City and Oklahoma County. Nothing herein shall be construed as consent by a political subdivision of the State of Oklahoma to be sued by third parties or that this Agreement can be used in any litigation by third parties.

K. AUTHORIZATION

Each signatory to this Agreement represents and warrants to the other that they have the right, power, and authority to enter into and perform their obligations under this Agreement. By their signatures hereto, the parties represent that all requisite action to approve execution, delivery, and performance of this Agreement has been taken and this Agreement constitutes a legal, valid, and binding obligation to the entity he or she represents in accordance with its terms.

L. EXECUTION

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.



Loyd Berger, Chief of Police
Del City Police Department



Date



Tommie Johnson III, Sheriff
Oklahoma County Sheriff's Office

Date

APPROVED this _____ day of _____, 2024

Board of County Commissioners
Oklahoma County, Oklahoma County

_____ Chair

_____ Member

_____ Member

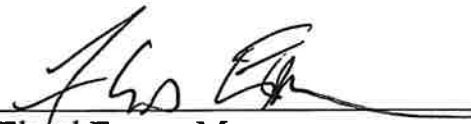
Approved as to form and legality on behalf of Oklahoma County:

Assistant District Attorney

ATTEST: _____, Deputy
County Clerk

APPROVED this _____ day of _____, 2024

City of Del City




Floyd Eason, Mayor

ATTEST: 

City Clerk – Interim / Deputy

Approved as to form and legality:



City Attorney, City of Del City

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