

## INTER-LOCAL AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of January, 2022, between the City of Clinton, a municipal corporation, hereinafter referred to as "CITY" and the Custer County Sheriff's Office, Oklahoma, hereinafter referred to as "COUNTY". Together, CITY and COUNTY shall be referred to as the "Parties".

WHEREAS, City has determined that certain Crown Victoria police vehicles are not longer necessary and the Council has decided to surplus the vehicles, identified as VIN# 2FABP7BV5AX114056 and VIN# 2FABP7BV4BX137653 (Vehicles);

WHEREAS, County is in need of vehicles and believes that the Vehicles will fit its needs;

WHEREAS, the County utilizes a program for Trustee labor, in which inmates are allowed to leave the jail facilities and perform work;

WHEREAS, the City of Clinton and Custer County are vested with the power to enter into Interlocal Agreements pursuant to Title 74, Section 10081 of the Statutes of the State of Oklahoma

WHEREAS, the City and County have a history of working together for the common benefit of its citizens.

NOW THEREFORE:

The Commissioners of Custer County, Oklahoma and the City Council for The City of Clinton, Oklahoma agree as follow:

1. City shall transfer title to two (2) Crown Victoria police vehicles identified as VIN# 2FABP7BV5AX114056 and VIN# 2FABP7BV4BX137653, to County on or before December 31, 2021.
2. In consideration of the transfer, County shall give priority to City (second only to County) and make available to City, Trustees for work to be performed in and around City; pursuant to the following procedures:
  - a. City shall request a specific number of Trustees for a particular date and time to work;
  - b. City shall make the request to the County Undersheriff;
  - c. City shall house the Trustees at the municipal jail if possible in order to alienate transportation issue;
  - d. City and County shall discuss and reach an agreement with regard to transportation of the Trustees.
3. The City and County shall continue to work together for the common benefit of its citizens and agree to explore all possibilities that meet that common goal.
4. Term: This agreement shall be in effect for a period of 1 year and shall renew annually thereafter unless terminated by the Parties in writing.

5. **Express warranties; Exclusion of implied warranties.** County agrees that it is accepting the Vehicles AS-IS and that CITY MAKES NO WARRANTY OF ANY KIND WHATEVER WITH REGARD TO VEHICLES, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY CITY AND EXCLUDED FROM THIS AGREEMENT

**IN WITNESS WHEREOF**, the Parties have approved this Agreement on the dates written below, by way of the required vote of the appropriate governing bodies during a meeting, open to the public, during which this matter was properly considered.

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

CITY OF CLINTON, OKLAHOMA

CUSTER COUNTY, OKLAHOMA

\_\_\_\_\_  
DAVID BERRONG, Mayor

\_\_\_\_\_  
County Commissioner

ATTEST:

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
AMY JONES, City Clerk

\_\_\_\_\_  
County Commissioner

ATTEST:

\_\_\_\_\_  
Secretary