

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING

**BETWEEN CITY OF NORMAN, OKLAHOMA, AND DISTRICT ATTORNEY'S
OFFICE, DISTRICT 21**

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the City of Norman, Oklahoma ("City") and District Attorney's Office, District 21 ("the Parties").

- § 1. WHEREAS, on December 11, 2018, City Council approved K-1819-88 wherein the District Attorney's Office, District 21, loaned two (2) 2019 vehicles purchased with seizure funds to the City; and
- § 2. WHEREAS, the District Attorney's Office, District 21, has purchased and fully equipped two (2) additional 2023 vehicles with seizure funds; and
- § 3. WHEREAS, the Parties have determined that it is in the public interest and of mutual advantage to enter into an agreement that allows the Norman Police Department to use all four (4) vehicles purchased by District Attorney's Office, District 21;

NOW THEREFORE, in consideration of the promises contained in this MOU, the parties agree as follows:

- § 4. PURPOSE. The purpose of this Amendment No. 1 MOU is to define the roles and responsibilities of the Parties as it related to four (4) vehicles purchased by District Attorney's Office, District 21 ("the loaned vehicles"); to outline a basis for cooperation among the parties; and to establish fundamental understandings between parties.
- § 5. VEHICLES. The loaned vehicles are:

Vehicle No. 1

2019 Chevrolet Tahoe
VIN: 1GNLCDEC4KR144137

Vehicle No. 2

2019 Chevrolet Tahoe
VIN: 1GNLCDEC0KR141476

Vehicle No. 3

2023 Chevrolet Tahoe
VIN: 1GNSCLED9NR296577

Vehicle No. 4

2023 Chevrolet Tahoe
VIN: 1GNSKLED5PR405252

- § 6. RESPONSIBILITIES.

A. City – agrees to the following:

- i. To use the loaned vehicle for general police purposes within the City.

- ii. To regularly service, maintain and repair the loan vehicle during the term of this agreement and be responsible for all costs associated with the service, maintenance and repair of the loaned vehicles.

B. District Attorney's Office, District 21 – agrees to the following:

District Attorney's Office, District 21, agrees to lend without fee or financial reward to the City four (4) vehicles for use as marked or unmarked vehicles for general police purposes within the City.

- C. Equipment/Materials – Ownership of the loaned vehicles remains with District Attorney's Office, District 21. Ownership of any equipment purchased by the City for the purpose of making the vehicles suitable for general police purposes remains with the City. The District Attorney's Office, District 21 will fully equip the two (2) 2023 Chevrolet Tahoes.

§ 7. TERM OF MOU. This MOU will become effective on the date it has been approved by both parties and will remain in effect for one (1) year, unless terminated earlier in accordance with this MOU. Thereafter, it will renew for additional one (1) year terms, unless terminated earlier in accordance with this MOU.

§ 8. TERMINATION. This MOU may be terminated without cause by either party upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the person signing this MOU.

§ 9. GENERAL PROVISIONS

- A. Amendments – this MOU may be amended or modified upon the request of either party. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, signed and dated by both parties.

B. Indemnification

- i. City agrees to indemnify and hold District Attorney's Office, District 21, harmless from any claims arising out of any action taken by City with respect to implementation of this MOU to the extent that the City could be liable for such loss under the Oklahoma Governmental Tort Claims Act, 51 O. S. § 151, *et seq.*
- ii. District Attorney's Office, District 21, agrees to indemnify City and to hold City harmless for any claims arising out of any action taken by District Attorney's Office, District 21, with respect to implementation of this MOU to the extent that the City could be liable for such loss under the Oklahoma Governmental Tort Claims Act, 51 O. S. § 151, *et seq.*

- C. Entirety of Agreement – this MOU contains the entire agreement and understanding between the parties and supersedes all prior written or oral representations and agreements with respect to the subject matter herein.
- D. Applicable Law – this MOU shall be construed in accordance with and governed by the laws of the State of Oklahoma. The parties shall have all remedies available by law or in equity.
- E. Resolution of Disputes – the parties to this MOU agree to resolve any disputes between the parties concerning responsibilities under or performance of any terms of this MOU.
- F. Severability – if any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the MOU shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.
- G. Terms and Conditions – the parties to this MOU acknowledge that they have read and understood this MOU completely and will fully comply with all terms and conditions of this MOU set forth herein.

IN WITNESS WHEREOF, the parties of this MOU have executed this MOU by their duly authorized representatives on the dates of their signatures.

[LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have approved this Agreement and authorized signatures below as of the dates.

APPROVED by the Council of the City of Norman this ____ day of _____, 2023.

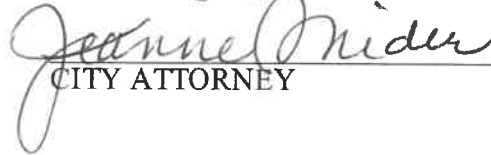
THE CITY OF NORMAN

MAYOR

ATTEST:

CITY CLERK

APPROVED as to form and legality this 4th day of October, 2023.



CITY ATTORNEY

APPROVED and recommended by the District Attorney, District 21, this ____ day of _____, 2023.

DISTRICT ATTORNEY