

PLEASE RETURN FULLY EXECUTED COPY TO:

**TULSA COUNTY CLERK MICHAEL WILLIS
ATTN: Georgeann Hiebert, Deputy
218 W. 6TH St. 7th Floor
TULSA, OK 74119**

**or by email at:
ghiebert@tulsacounty.org**

CMF# 20241698

MEMO

APPROVED
9/9/2024



DATE: September 4, 2024

FROM: Lisa L. Moore
Assistant Procurement Director

TO: Board of County Commissioners

SUBJECT: Agreement – The City of Broken Arrow

A handwritten signature in black ink, appearing to read "Lisa L. Moore", written over the printed name and title.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma and the City of Broken Arrow for the patch and overlay of 129th E Ave from 141st St S to 131st St S to improve and repair streets as further described in the attached.

Respectfully submitted for your execution and approval.

LLM / adr

SUBMITTED FOR: The September 9, 2024 BOCC meeting agenda.

CMF# 20241698

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND THE BOARD OF
COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, OKLAHOMA FOR
PATCH AND OVERLAY OF 129TH E AVE FROM 141ST ST S TO 131ST ST S**

This Agreement, by and between the Board of County Commissioners of the County of Tulsa, Oklahoma, hereinafter called "County" and the City of Broken Arrow, Oklahoma, hereinafter called "City"; collectively referred to as "Parties".

Witnesseth:

Whereas, 69 O.S., 2021, Section 1903, authorizes the Board of County Commissioners to enter into Agreements with municipalities to construct, improve, and repair any of the streets of such municipalities, and;

Whereas, the County desires to participate in projects and to provide services that are mutually advantageous to the County and other units of government;

Therefore, in consideration of the covenants and conditions below, the Parties hereto agree as follows:

1. This Agreement shall be for the scope of work ("Project") defined in the attached Exhibit A.
2. Materials, equipment and labor including traffic control necessary to prepare and complete the Project shall be the responsibility of the party/-ies defined in the attached Exhibit B.
3. City shall reimburse the County according to the reimbursement schedule and terms stated in the attached Exhibit C.
4. Unless terminated earlier, this Agreement shall be effective from and after the date of execution until the project is complete.
5. County will provide a minimum of thirty (30) calendar days' notice to City prior to the start of the Project.
6. The rights, duties, and obligations under or arising from this Agreement shall not be assigned by either party hereto without the express written consent of the other.
7. City and County agree that work performed by each party to prepare and complete the Project is the sole responsibility and liability of each individual party. Furthermore, City acknowledges and agrees that the County provides no assurances regarding the durability or longevity of the finished Project.

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8. This Agreement may be terminated or canceled by either party with or without cause, upon thirty-days (30) written notice of intention to terminate to the authorized representative of each party signed below. In the event this Agreement is terminated or canceled by either party, City shall compensate the County only for services performed and materials purchased up to the date of termination and/or cancellation.
9. Any modifications to this Agreement must be made by written amendment agreed to and signed by both Parties.

Approved by the City Council of the City of Broken Arrow this _____ day of _____, 2024.

City of Broken Arrow:

Attest:

BY: _____
Debra Wimpee, Mayor

BY: _____
Curtis Green, City Clerk

Approved as to Form:

BY: _____
Trevor Dennis, City Attorney

Approved by the Board of County Commissioners of the County of Tulsa, Oklahoma this 9th day of September, 2024.

Tulsa County:

Attest:

BY: 
Stan Sallee, Chairman

BY: 
Michael Willis, County Clerk



Approved as to Form:

BY: 
Assistant District Attorney

Interlocal Partner: _____ City of Broken Arrow

Exhibit A: Scope of Work

Preparation Type: Patch
Final Treatment Type: Asphalt Overlay

Road Segment(s) to be Improved	Beginning (S or W point)	Ending (N or E point)	Segment Length (in miles)	% Owned by Tulsa County	% Owned by City of Broken Arrow
129th E Ave	141st St S	131st St S	1.00	50%	50%

Total Ownership (in miles): **0.50** **0.50**
Total Ownership (in %): **50.0%** **50.0%**

Exhibit B: Responsibilities

1. Preparation (Patch)

- a. Materials required for Preparation are the responsibility of and shall be provided by:
_____ Each party shall be responsible for Preparation of their respective road segment(s). _____
- b. Equipment and labor, including traffic control, required for Preparation are the responsibility of and shall be provided by:
_____ Each party shall be responsible for Preparation of their respective road segment(s). _____

2. Final Treatment (Asphalt Overlay)

- a. Materials required for Final Treatment are the responsibility of and shall be provided by:
_____ Tulsa County _____
- b. Equipment and labor, including traffic control, required for Final Treatment are the responsibility of and shall be provided by:
_____ Tulsa County _____

Exhibit C: Reimbursement Schedule¹

City of Broken Arrow shall reimburse Tulsa County based upon the following reimbursement schedule:

1. Preparation (Patch)

- a. Materials required for Preparation²:

_____ \$0 _____

- b. Equipment and labor, including traffic control, required for Preparation²:

_____ \$0 _____

2. Final Treatment (Asphalt Overlay)

- a. Materials required for Final Treatment:

_____ 50.0% _____ x _____ Actual Cost _____

- b. Equipment and labor, including traffic control, required for Final Treatment:

_____ 50.0% _____ x _____ \$10 per ton of asphalt laid _____

Notes:

- At project completion, Tulsa County will invoice the Interlocal Partner with Net 30 terms. Invoice will be based upon actual materials purchased and work performed for the project identified in Exhibit A. Any estimate provided by Tulsa County prior to the project being completed is for estimation purposes only as material prices fluctuate on a regular basis (i.e. asphalt prices fluctuate monthly based on binder index). Actual Cost is based upon invoices paid by Tulsa County to third-party suppliers for materials or services purchased. Supplier invoices can be provided upon request.
- In the event the Interlocal Partner requests Tulsa County's assistance in Preparation, Interlocal Partner agrees to be invoiced by Tulsa County for the Actual Cost of materials and services provided by third-party suppliers plus a \$30 surcharge per ton of asphalt laid during Preparation.