

**INTERLOCAL AGREEMENT
BETWEEN
WAGONER COUNTY AND
THE CITY OF BROKEN ARROW
FOR
IDENTIFICATION OF RESPONSIBILITIES AND DUTIES REGARDING THE
OPERATIONS, MAINTENANCE, CONSTRUCTION, AND FINANCIAL
OBLIGATIONS FOR PUBLIC RIGHT-OF-WAYS**

This Agreement (hereinafter the “Agreement”) is made pursuant to 69 O.S. §§ 1903 and 1968 by and between Wagoner County, Oklahoma (hereinafter the “COUNTY”), and the City of Broken Arrow, Oklahoma (hereinafter the “CITY”) for the following intents and purposes and subject to the following terms and conditions, to wit:

SECTION 1. PURPOSE

WHEREAS, Title 69 of the Oklahoma Statutes, Sections 1903(B) and 1968(A), authorize this Agreement; and

WHEREAS, the COUNTY and CITY share responsibilities and duties regarding the ownership, operation, maintenance, construction, and financial obligation of public rights-of-way along several State of Oklahoma political subdivision boundary borders; and

WHEREAS, the COUNTY and CITY individually exercise certain responsibilities and duties regarding the ownership, operation, maintenance, construction, and financial obligation of public rights-of-way solely within each entity's jurisdiction; and

WHEREAS, these responsibilities and duties include, but are not limited to, the public transportation facilities, such as roads, streets, bridges, sidewalks, trails, signals, traffic signage, and public stormwater and drainage systems coupled with other public appurtenances associated with the public transportation facilities; and

WHEREAS, these responsibilities and duties do not include specific responsibilities and duties directly associated with public utility infrastructure, which will remain the obligation of the owner of the public utility; and

WHEREAS, the COUNTY is charged under Oklahoma State Statutes, Title 19, with ownership, operation, maintenance, construction and financial obligation for said public rights-of-way and the public infrastructure as identified above and contained solely within COUNTY jurisdiction; and

WHEREAS, the CITY is charged under Oklahoma State Statutes, Title 11, with ownership, operation, maintenance, construction and financial obligation for said public rights-of-way and the public infrastructure as identified above and contained solely within CITY jurisdiction; and

WHEREAS, the COUNTY and the CITY deem it is mutually beneficial to each party, as well as to the residents of each party, to identify the responsibilities and duties regarding the ownership, operation, maintenance, construction, and financial obligation for rights-of-way for locations as identified in Exhibit "A" attached to this Agreement; and

WHEREAS, the COUNTY and the CITY have independently investigated the present conditions of the rights-of-way and the public infrastructure as defined above and as identified in Exhibit "A" attached hereto, and agree to accept as-is said infrastructure in its current condition.

NOW THEREFORE, BE IT AGREED that both parties shall perform their responsibilities and duties for all public rights-of-way as defined above and as detailed in the sections below.

SECTION 2. RESPONSIBILITIES OF THE COUNTY

- 2.1** The COUNTY accepts responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for public transportation facilities and public stormwater and drainage systems associated with the public transportation facilities contained within rights-of-way for locations as identified in Exhibit "A" attached.
- 2.2** The COUNTY relinquishes responsibilities and duties for all current public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for public transportation facilities and public storm water and drainage systems associated with the public transportation facilities contained within right-of-way for locations that are in conflict with those locations as identified in Exhibit "A" attached, unless there is an amendment or supplemental agreement to this Agreement that defines otherwise.
- 2.3** The COUNTY accepts the responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for signalized and non-signalized intersections identified in Exhibit "A" attached, unless there is an amendment or supplemental agreement to this Agreement that defines otherwise.
- 2.4** The COUNTY grants and conveys all rights associated with the public rights-of-way for those areas under the COUNTY'S jurisdiction to the CITY for those areas identified as the responsibility and duty of the CITY.
- 2.5** The COUNTY shall advise the CITY of all actions with respect to any capital improvement project scheduled to be completed on a COUNTY public transportation facility or public stormwater and drainage system for which part of said improvement falls within CITY jurisdiction.

SECTION 3. REPSONSIBILITIES OF THE CITY

- 3.1** The CITY accepts the responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for public

transportation facilities and public stormwater and drainage systems associated with the public transportation facilities contained within rights-of-way for locations as identified in Exhibit "A" attached.

- 3.2 The CITY relinquishes the responsibilities and duties for all current public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for public transportation facilities and public stormwater and drainage systems associated with the public transportation facilities contained within rights-of-way for locations that are in conflict with those locations as identified in Exhibit "A" attached, unless there is an amendment or supplemental agreement to this Agreement that defines otherwise.
- 3.3 The CITY accepts the responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for signalized and non-signalized intersections identified in Exhibit "A" attached, unless there is an amendment or supplemental agreement to this Agreement that defines otherwise.
- 3.4 The CITY grants and conveys all rights associated with the public rights-of-way for those areas under the CITY'S jurisdiction to the COUNTY for those areas identified as the responsibility and duty of the COUNTY.
- 3.5 The CITY shall advise the COUNTY of all actions with respect to any capital improvement project scheduled to be completed on a CITY public transportation facility or public stormwater and drainage system for which part of said improvement falls within COUNTY jurisdiction.

SECTION 4. EFFECTIVE DATE AND DURATION

- 4.1 This Agreement shall become effective upon signature of both parties and shall be effective until June 30, 2026. This Agreement shall automatically renew on July 1, 2026, and each subsequent year thereafter, without lapse, unless terminated pursuant to Section 5, herein.

SECTION 5. TERMINATION

- 5.1 This Agreement may be terminated at any time by either party, with or without cause, upon tendering written notice of such termination to the Authorized Representative of the other party thirty (30) days prior to the effective date of such termination. However, nothing herein shall obligate either party to this Agreement passed either party's current fiscal year in violation of applicable laws.

SECTION 6. AMENDMENTS OR MODIFICATIONS

- 6.1 No changes, revisions, amendments, alterations, nor modifications to this Agreement shall be effective unless reduced to writing and mutually executed by both parties with the same formalities as are observed in the execution of this Agreement.

SECTION 7. PREVIOUS AGREEMENTS

7.1 This Agreement supersedes and replaces any prior agreement between the COUNTY and the CITY pertaining to the ownership, operation, maintenance, construction, and financial obligation for public transportation facilities and public stormwater and drainage systems associated with the public transportation facilities contained within certain rights-of-way identified herein, including, but not limited to the “Interlocal Agreement Between Wagoner County and The City of Broken Arrow for Identification of Responsibilities and Duties Regarding the Operations, Maintenance, construction, and Financial Obligations for Public Right-of-Ways” executed July 5, 2022.

SECTION 8. GENERAL PROVISIONS

8.1 **Organization.** No new organization or separate legal or administrative entity is created by this Agreement.

8.2 **Settlement of Disagreements.** In the event of any disagreement(s) as to the administration of this Agreement, the Authorized Representative of the COUNTY and the Authorized Representative of the CITY on behalf of their respective jurisdictions and as administrators of this Agreement shall resolve the disagreement(s).

8.3 **Rules of Construction.** When any word in this Agreement is used in the singular, it shall include the plural, and the plural, the singular, except where a contrary intention plainly appears. When any word in this Agreement is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

8.4 **No waiver of Applicable Laws.** Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act, 51 Oklahoma Statutes, Sections 151 *et. seq.*, common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this Agreement.

8.5 **Entire Agreement.** It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties and no agent or other party to this Agreement has the authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

[SIGNATURES TO FOLLOW]

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IN WITNESS WHEREOF, the Mayor of the City of Broken Arrow, Oklahoma, has set her hand, for and on behalf of the City of Broken Arrow and the COUNTY has executed same pursuant to authority prescribed by law for the COUNTY.

The COUNTY, Wagoner County, Oklahoma, on this _____ day of _____, 2026,
and

The CITY, the City of Broken Arrow, Oklahoma, on this _____ day of _____, 2026.

WAGONER COUNTY

ATTEST:

James Hanning, County Commissioner

Lori Hendricks, County Clerk

Randy Stamps, County Commissioner

SEAL

APPROVED AS TO FORM:

Tim Kelley, County Commissioner

Jack Thorp, District Attorney

CITY OF BROKEN ARROW

ATTEST:

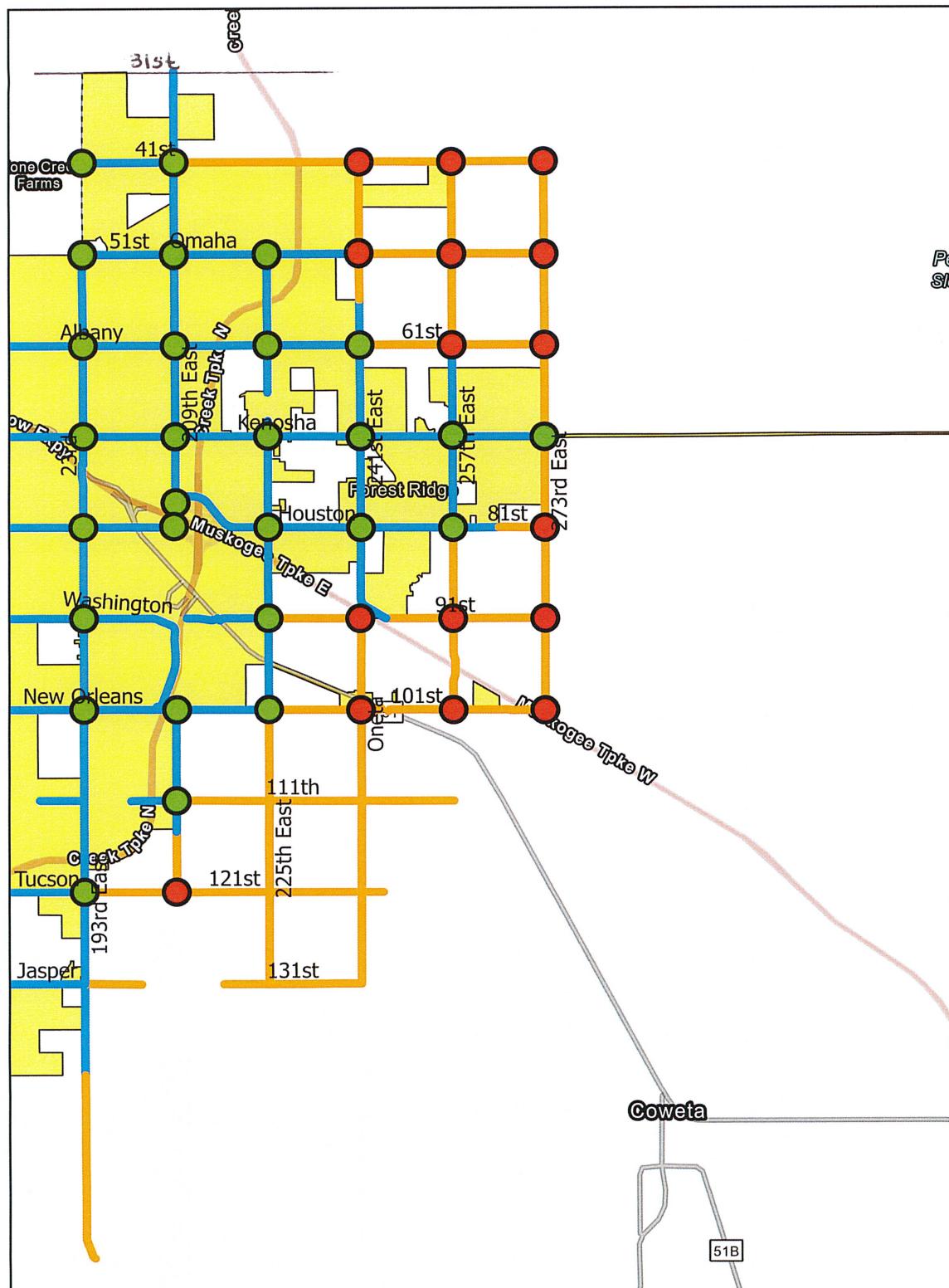
Debra Wimpee, Mayor

Curtis Green, City Clerk

APPROVED AS TO FORM:

SEAL

Trevor Dennis, City Attorney



Wagoner County and City of Broken Arrow Public Right of Way Responsibilities Identification

- Broken Arrow City Limits
- Intersection Maintenance
- Broken Arrow
- Wagoner County
- Centerline Maintenance
- Broken Arrow
- Wagoner County



Rev. 2

EXHIBIT A