

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND THE BOARD OF
COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, OKLAHOMA FOR THE
MILL & OVERLAY OF THE 121ST ST S & S GARNETT RD INTERSECTION**

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 milling and asphalt overlay of the 121st St S & S Garnett Rd intersection ("Project") as shown 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 County.
3. Upon project completion, County will invoice the City with Net 30 terms and City shall reimburse the County for 25% of the actual costs incurred by the County for the Project, not to exceed \$15,000.00 without written amendment agreed to and signed by both parties.
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 as provided by and subject to applicable law, including the Oklahoma Governmental Tort Claims

Act, 51 O.S. § 151 et seq. Furthermore, City acknowledges and agrees that the County provides no express or implied warranties or guarantees regarding the durability or longevity of the finished Project beyond the exercise of ordinary care and compliance with applicable engineering standards and specifications.

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.
10. Non-Appropriation. Notwithstanding any other provision of this Agreement, the obligations of the City are contingent upon the annual appropriation of funds sufficient to fulfill the City's obligations hereunder. In the event the City Council fails to appropriate sufficient funds for any fiscal year, City may terminate this Agreement effective at the end of the fiscal year for which funds were last appropriated by providing written notice to County. Upon such termination, City shall have no further obligation under this Agreement except to pay its share of the cost of services performed and materials purchased by County prior to the effective date of termination.
11. Governing Law; Venue; No Waiver of Immunity. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. The Parties agree that the state district courts located in Tulsa County or Wagoner County, Oklahoma shall have exclusive jurisdiction and venue over any action arising out of or relating to this Agreement. Nothing in this Agreement shall be construed as a waiver by the City or County of any rights, defenses, limitations of liability, or immunities provided under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., or any other applicable law.
12. Governmental Tort Claims Act; No Waiver. The Parties acknowledge and agree that each is a political subdivision of the State of Oklahoma and that nothing in this Agreement shall be construed as a waiver of any rights, defenses, limitations of liability, or immunities provided under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., or any other applicable law. Any liability of either Party arising under this Agreement shall be subject to and limited by such laws.
13. Insurance and Self-Insurance. Each Party shall be responsible for providing workers' compensation coverage, liability coverage, and any other insurance or self-insurance it deems necessary for its own officers, employees, agents, and equipment engaged

in the performance of this Agreement, consistent with applicable Oklahoma law. Neither Party shall be required to name the other as an additional insured.

14. Public Records. The Parties acknowledge that records of the City and the County may be subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1 et seq. Nothing in this Agreement shall be construed to limit the City's or County's obligations or discretion to disclose records as required by law.

Approved by the City Council of the City of Broken Arrow this _____ day of _____, 2026.

City of Broken Arrow:

Attest:

BY: _____
Debra Wimpee, Mayor

BY: _____
Curtis Green, City Clerk

Approved as to Form:

BY: D. Graham Parker
D. Graham Parker, City Attorney

Approved by the Board of County Commissioners of the County of Tulsa, Oklahoma this _____ day of _____, 2026.

Tulsa County:

Attest:

BY: _____
Kelly Dunkerley, Chairman

BY: _____
Michael Willis, County Clerk

Approved as to Form:

BY: _____
Andrew Mihelich, Assistant District Attorney