

**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 is made pursuant to the Interlocal Cooperative Act (74 O.S. § 1001, et seq.) by and between Wagoner County, Oklahoma (hereafter the "COUNTY"), and the City of Broken Arrow, Oklahoma (hereafter the "CITY") for the following intents and purposes and subject to the following terms and conditions, to wit:

SECTION 1. – PURPOSE

WHEREAS, the COUNTY and the 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 the 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 and agree to accept as-is said infrastructure in its current condition; and,

NOW THEREFORE, BE IT AGREED that both parties shall perform its 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 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.

2.3 The COUNTY accepts the responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for non-signalized intersections at arterial streets on the south and on the east end of the public right-of-way as based upon the COUNTY designation in this Agreement, unless specifically noted in this Agreement, an amendment to this Agreement, or in a supplemental agreement.

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. – RESPONSIBILITIES 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.

2.3 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.

3.4 The CITY accepts the responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for non-signalized intersections at arterial streets on the north and on the west end of the public right-of-way as based upon the COUNTY designation in this Agreement, unless specifically noted in this Agreement, an amendment to this Agreement, or in a supplemental agreement.

3.5 The CITY accepts the responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for signalized intersections unless specifically noted in this Agreement or in a supplemental agreement.

3.6 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

4.1 This Agreement shall become effective upon signature of both parties.

SECTION 5. – TERMINATION

5.1 This Agreement may be terminated only by mutual agreement of both parties.

SECTION 6. – AMENDMENTS OR MODIFICATIONS

6.1 No changes, revisions, amendments, alternations or 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.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Mayor of the City of Broken Arrow, Oklahoma, has hereunto 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, _____ on this _____ of _____, 2022 _____, and the CITY on the _____ day of _____, 2022 _____.

WAGONER COUNTY

BOARD OF COUNTY COMMISSIONERS:

ATTEST:

James Hanning, Chairman

Lori Hendricks, County Clerk

Seal

Chris Edwards, Vice Chairman

Tim Kelley, Member

APPROVED AS TO FORM:

Jack Thorp, District Attorney

THE CITY OF BROKEN ARROW

ATTEST:

Debra Wimpee, Mayor

Curtis Green, City Clerk

APPROVED AS TO FORM:

Seal

Graham Parker, Assistant City Attorney

