

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# 20252306

MEMO

APPROVED
12/8/2025



DATE: December 3, 2025

FROM: Lisa L. Moore
Assistant Procurement Director

TO: Board of County Commissioners

SUBJECT: Interlocal Agreement – The City of Broken Arrow, Oklahoma

Submitted for your approval and execution is the attached Interlocal Agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma, on behalf of the Tulsa County Engineering and Highway Department, and the City of Broken Arrow to enable cooperation and combine existing resources between the County and the City for continuing maintenance and repair on roads and bridges under the jurisdiction of the above-named parties effective July 1, 2025, through June 30, 2026, as further described in the attached.

Respectfully submitted for your approval and execution.

LLM

SUBMITTED FOR: The December 8, 2025 BOCC meeting agenda.

CMF# 20252306

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF TULSA, OKLAHOMA AND THE CITY OF BROKEN
ARROW, OKLAHOMA CONCERNING ROAD AND BRIDGE MAINTENANCE AND REPAIR**

This agreement is made pursuant to the Interlocal Cooperation Act (74 O.S. § 1001 et seq.) by and between the Board of County Commissioners of the County of Tulsa, Oklahoma (hereafter "the County"), and the City of Broken Arrow, Oklahoma (hereafter "the City"). The express purpose of this agreement is to enable cooperation and combine existing resources between the County and the City for continuing maintenance and repair on roads and bridges under the jurisdiction of the above-named parties.

DURATION

1. This agreement shall be in effect from July 1, 2025, through June 30, 2026. Thereafter this agreement may be renewed for successive one-year periods corresponding with the County's and the City's fiscal year of July 1st through June 30th. The agreement shall expire automatically on June 30, 2026, unless the County and the City renew the agreement for another year.
2. Either party may request a modification of the agreement by making a written request identifying the desired amendments, or the subject matter thereof, at least forty-five (45) days in advance of any negotiation concerning amendment.
3. Either party may terminate this agreement by providing written notice to the other at least ninety (90) days prior to the proposed termination.

PURPOSE

The parties hereto, through each respective governing body, hereby find and declare:

1. WHEREAS, the above-named parties need assistance from each other in order to provide for consistent and continuous improvement of roads and bridges within their respective jurisdictions, and
2. WHEREAS, Title 69, Section 601 of the Authority and Duties of County Commissioners provides the mechanism for Counties to enter into agreements with other political subdivisions to perform any governmental service or activity, and
3. WHEREAS, the aforementioned roads and bridges frequently fall within multiple jurisdictions for limited distances dependent upon city limits boundaries.

POWERS AND DUTIES

The County shall advise the City of all actions with respect to any project scheduled to be completed on a county road or bridge for which part of said road or bridge falls within the City's jurisdiction.

The City shall advise the County of all actions with respect to any project scheduled to be completed on a city road or bridge for which part of said road or bridge falls within the County's jurisdiction.

MAINTENANCE AND OPERATION

The County and the City shall each retain ownership and responsibility for those roads which may be maintained, improved or repaired under this agreement.

The County and the City agree to cooperate with the other party during times of emergency and/or extreme weather conditions to provide support and additional services as available.

ADMINISTRATION

All parties expressly agree that each individual party to the AGREEMENT shall comply with the rules and regulations of the State of Oklahoma for the implementation of any project.

COSTS

Unless otherwise agreed in writing (including email) before work begins, each Party bears its own costs for activities under this Agreement. Any reimbursement must be confirmed in writing and identify the work, rate/method, and an annual not-to-exceed amount.

AVAILABILITY OF FUNDS

City obligations are contingent upon annual appropriation by the City Council. Lack of appropriation permits termination of affected cooperative efforts without penalty.

LIABILITY; IMMUNITY; NO INDEMNITY

Each Party remains responsible for its own negligent or wrongful acts or omissions to the extent permitted by the Governmental Tort Claims Act. Nothing herein waives sovereign immunity, defenses, or liability limitations. No Party indemnifies or holds harmless the other.

INSURANCE / SELF-INSURANCE

Each Party shall maintain, through self-insurance or commercial insurance, coverage customary for road and bridge operations and provide reasonable proof upon request. If a Party uses a commercial contractor, it shall require the contractor to provide additional insured/primary/waiver endorsements in favor of the other governmental Party (and applicable public trusts).

RECORDS; OPEN RECORDS; OWNERSHIP

Each Party retains ownership of its own records. City-related records are City Records and subject to the Oklahoma Open Records Act; Parties will cooperate with lawful requests and segregate materials claimed as confidential to the extent allowed by law.

GOVERNING LAW; VENUE; DISPUTE RESOLUTION

Oklahoma law governs. Venue lies exclusively in the District Court of Tulsa County, Oklahoma. The Parties do not agree to arbitration.

ADOPTION

Approved by the City Council of the City of Broken Arrow this _____ day of _____, 2025.

City of Broken Arrow:

Attest:

BY:

BY:

Debra Wimpee, Mayor

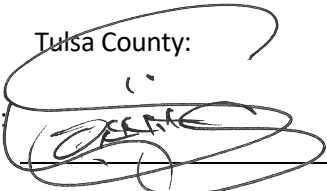
Curtis Green, City Clerk

Approved as to Form:

BY:

D. Graham Parker, Assistant City Attorney

Approved by the Board of County Commissioners of the County of Tulsa, Oklahoma this 8th day of
December, 2025.


Tulsa County:
BY: 

Lonnie Sims, Chairman

Attest:
BY: 

Michael Willis, County Clerk



Approved as to Form:
BY: 

Andrew Mihelich, Assistant District Attorney