

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND
THE STATE OF OKLAHOMA EX REL. DEPARTMENT OF PUBLIC SAFETY**

This Interlocal Agreement ("Agreement"), made and entered into by and between the City of Broken Arrow, a Municipal Corporation, and the State of Oklahoma, *ex rel.* Department of Public Safety upon the following terms and conditions and for the reasons and considerations hereinafter set forth in accordance with Title 74 O.S. §1008.

RECITALS

WHEREAS, currently there is a Department of Public Safety Driver's Testing Facility located at 1635 South Main Street, Broken Arrow, Oklahoma; and

WHEREAS, the City of Broken Arrow has leased the facility in which the Driver's Testing Facility is located for the past five (5) years; and

WHEREAS, the Driver's Testing Facility is presently located in Broken Arrow, Oklahoma, which has been a benefit to the numerous Broken Arrow citizens attempting to resolve various license-related issues which unquestionably contributes to repeat offenses and perpetuates other crimes such as Driving Without Security Verification; and

WHEREAS, City Staff has entered into negotiations with the State of Oklahoma, *ex rel.* Department of Public Safety for the continued location of a Driver's Testing Facility within the city limits of Broken Arrow in order to provide a convenient location for its citizens to obtain and resolve issues with their Driver's Licenses; and

WHEREAS, this Driver's License Facility draws citizens from surrounding areas such as Wagoner, Coweta, Tulsa, Catoosa, Bixby, Haskell and Leonard, who unquestionably contribute to the overall financial well-being of the City of Broken Arrow by purchasing gasoline, food, and other retail items; and

WHEREAS, City of Broken Arrow staff has determined that the location of the present building continues to be suitable and available for the continued use as a Driver's Testing Facility resulting in the City's desire to continue the leasing of the facility for use as a Driver's License Testing Facility; and

WHEREAS, City staff has determined that the location continues to be suitable for use of an informational kiosk on City services; and

WHEREAS this continued arrangement unquestionably contributes to the overall health, safety, and welfare of the City of Broken Arrow by continuing a convenient location for its citizens to resolve issues related to their Driver's Licenses, and become better informed about local government and events, and easing the burden on Municipal Court by providing the convenient forum for the resolution of various Driver's License related issues; and

WHEREAS this arrangement also contributes to the overall health, safety and welfare of the City of Broken Arrow by creating an opportunity for economic development by drawing citizens from surrounding areas;

NOW, THEREFORE, the parties, each in consideration of the terms, covenants and conditions herein set forth and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party, hereby agree as set forth below:

AGREEMENT

1. The City of Broken Arrow agrees to do the following:
 - 1.1 Continue the Lease Agreement for a term of one (1) year, which may renew for four (4) years by agreement of the parties for a suitable site in the city limits of Broken Arrow to be used as Driver's License Testing Facility. The rent on said Testing Facility shall be \$700.00 per month during year one, \$900.00 per month during year two, \$1100.00 per month during year three, \$1300.00 per month during year four, and \$1,400.00 per month during year five.
 - 1.2 Continue the site in its present form and condition as well as the informational kiosk.
2. The State of Oklahoma, ex rel. Department of Public Safety agrees to do the following:
 - 2.1 Continue to locate its Driver's License Testing Facility in the space leased by the City of Broken Arrow.
 - 2.2 Pay the lease payments in the event specific funds to do so are appropriated by the legislature.
 - 2.3 Pay all utilities except water and sanitary sewer.
3. **Term of Agreement:** This Agreement is effective as of the 1st day of July, 2012 and shall continue through June 30, 2013. This Agreement may renew for four (4) additional one (1) year terms, unless or until terminated by either party. Renewal shall occur only if each party allocates the necessary funding in each party's fiscal year's budgets. In any event, the City of Broken Arrow shall give the Department of Public Safety ninety (90) days' notice prior to any termination or failure to renew this Agreement. This Agreement does not, nor is it intended to violate any laws, codes, rules or regulations regarding governmental indebtedness that extends beyond each party's fiscal year.
4. **Termination:** Any party may terminate this Agreement by giving the other party at least ninety (90) days' written notice of its intention to terminate. Notices shall be effective upon proper mailing or hand delivery to the City Manager of City at 220 S. First Street, Broken Arrow, Oklahoma 74012, and to the Commissioner of the Department of Public Safety at P.O. Box 11415, Oklahoma City, Oklahoma 73136.
5. **Excusable Default:** No party to this Agreement shall be held in default of this Agreement if that party is prevented from performing by conditions entirely beyond its control, such as, but not limited to, acts of God, strikes, war or other emergencies, including any existing condition making performance impossible or illegal.
6. **Merger Clause:** It is understood and agreed that this Agreement contains all the covenants, stipulations, and provisions agreed to by the parties and neither party is nor shall be bound by any statement or representation not in conformity with this Agreement. This Agreement may not be modified except in writing, signed by all the parties.

7. **Law Controlling:** It is the understanding of the City of Broken Arrow and the State of Oklahoma, *ex rel.* the Department of Public Safety that this Agreement shall be governed by the laws of the State of Oklahoma and by the laws of the United States. It is further understood and agreed that any such applicable law shall be deemed to be part of this Agreement, binding upon the parties hereto as if such law were set forth fully herein.

8. **Employment Status:** The employees of the City of Broken Arrow remain employees of the City of Broken Arrow. The employees of the State of Oklahoma remain employees of the State of Oklahoma. The respective employers will continue to provide salaries, insurance and other benefits, to its employees in their regular manner. Neither separate administrative structure, nor separate funding structure is required. No joint employment is created. No separate organization shall be created hereunder, nor shall any real property be transferred between the parties, nor shall there be any joint financing.

9. **Liabilities:** Liability for the conduct of City of Broken Arrow employees shall remain the responsibility of the City of Broken Arrow. Liability for the conduct of the State of Oklahoma employees shall remain the responsibility of the State of Oklahoma. The rights, duties and obligations under or arising from this Agreement shall not be assigned by any of the parties hereto without express written consent of the other party to this Agreement.

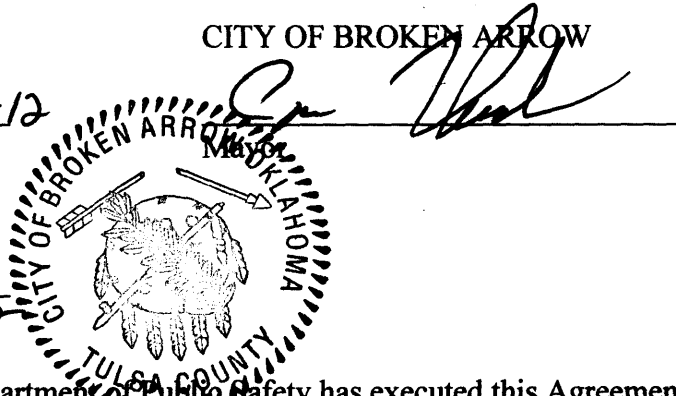
10. **Settlement of Disagreements:** In the event of any disagreement(s) as to the administration of this Agreement, the City Manager of Broken Arrow and the Commissioner of the Department of Public Safety on behalf of their respective entities and as administrators of this Agreement shall resolve the disagreement(s).

In Witness Whereof, the City hereto has executed this Agreement this 16th day of October, 2012.

Approved as to Form:

CITY OF BROKEN ARROW

Lesli Myers 10-1-12
Asst. City Attorney



Attest:

Manuela Bruger
City Clerk 10-16-2012

In Witness Whereof, the Department of Public Safety has executed this Agreement this day of _____, 2012.

STATE OF OKLAHOMA, EX REL.
DEPARTMENT OF PUBLIC SAFETY

By: [Signature]
Commissioner

YAC
9/24/12