

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

This agreement is made pursuant to the Interlocal Cooperative Act (74 O.S. § 1001, et seq.) by and between Tulsa County, 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 repairs on county roads and bridges which are located, in part OR WHOLE, within city limits.

DURATION

1. This agreement shall be in effect from July 1, 2024 through June 30, 2025. 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, 2025, unless the County and the City renew the agreement for another year. If either party desires to let the agreement expire, that party shall notify the other in writing of its desire by the first day of May of the fiscal year preceding expiration.
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, and
4. WHEREAS, the majority of the aforementioned roads and bridges fall within the County's jurisdiction. The County has committed to providing continuous improvement of those minor sections of county road which are crossed by city limit boundaries in an effort to provide consistency to the citizens of Tulsa County.

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 City

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 which adjoins to county 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 agrees to cooperate with the City during times of emergency and/or extreme weather conditions to provide support and additional services as available.

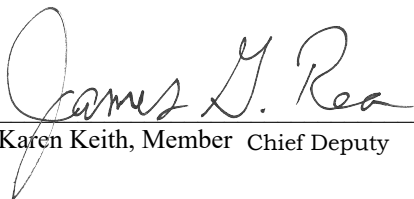
ADMINISTRATION

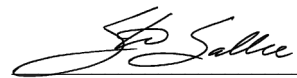
All parties expressly agree that each individual party to the AGREEMENT shall comply with the rules and regulations of the State of Oklahoma for the implementation of any project

ADOPTION

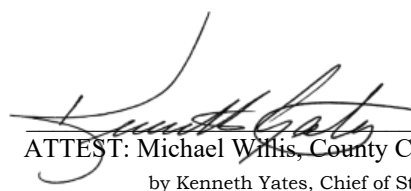
PASSED and APPROVED by the Board of County Commissioners of Tulsa County, Oklahoma this 18th day of March 2024 and by the Broken Arrow City Council this _____ day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS


Karen Keith, Member Chief Deputy


Stan Saltee, Chairman


Kelly Dunkerley, Member


ATTEST: Michael Willis, County Clerk
by Kenneth Yates, Chief of Staff




Approved as to form: Andrew Mihelich, Assistant District Attorney

Debra Wimpee, Mayor of Broken Arrow

Danny Littlefield, Deputy City Attorney

ATTEST: (seal) Curtis Green, City Clerk