

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF WAGONER, 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 Wagoner 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 the date of its approval by both parties through June 30, 2018. Thereafter this agreement may be renewed for successive one-year periods corresponding with the County's and the City's fiscal year of July first through June thirtieth. The agreement shall expire automatically on June thirtieth 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 Wagoner 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.

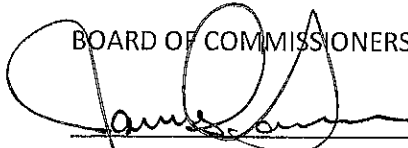
ADMINISTRATION


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.


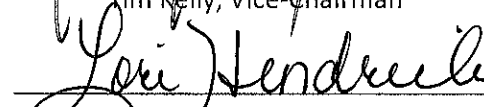
ADOPTION

PASSED and APPROVED by the Board of County Commissioners of Wagoner County, Oklahoma this ____ day of _____, 2017

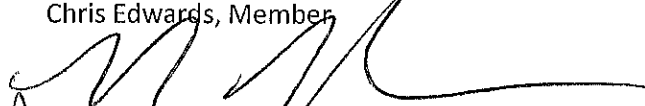
BOARD OF COMMISSIONERS

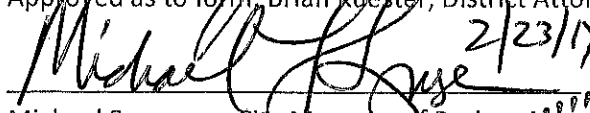
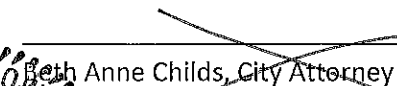
 2-21-17
James Hanning, Chairman

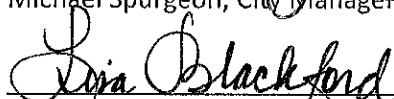

Chris Edwards, Member

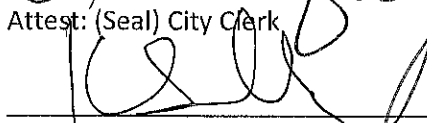
 2/21/17
Tim Kelly, Vice-Chairman

ATTEST: Lori Hendricks, County Clerk




Approved as to form: Brian Kuester, District Attorney

 2/23/17
Michael Spurgeon, City Manager of Broken Arrow

Beth Anne Childs, City Attorney


Attest: (Seal) City Clerk


Approved as to form: Assistant City Attorney

