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FILED IN OFFICE  
COUNTY CLERK  
OKLAHOMA CITY, OKLA

JUL 18 2018

DAVID B. HOOTEN County Clerk, Okla. Only.

Deputy

INTERLOCAL AGREEMENT  
BETWEEN

THE CITY OF HARRAH & THE CITY OF MUSTANG

for

Oklahoma Municipal Management Services (OMMS)

STATE OF OKLAHOMA  
CANADIAN COUNTY  
FILED OR RECORDED  
2018 JUL 19 P 4:00  
SHERY HARRIS  
COUNTY CLERK

This Interlocal Cooperative Agreement (the "Agreement") is made and entered into effective on the last day of approval of all parties hereto, by and between The City of Harrah ("Harrah"), a political subdivision, and The City of Mustang ("Mustang"), a political subdivision, pursuant to 74 O.S. § 1001, *et seq.*

RECITALS

**WHEREAS**, the cities of Harrah and Mustang are public agencies as defined by 74 O.S. §1003, and specifically authorized in Section 1001 *et seq.* to enter into agreements to make the most efficient use of their powers by enabling them to cooperate with each other by contract for performance of services or undertakings which the public agencies are authorized by law to perform; and

**WHEREAS**, the Interlocal Cooperation Act, 74 O.S. §1004, allows any two or more public agencies to enter into agreements with one another for joint or cooperative action and allows the public agencies to jointly exercise powers, privileges and authority to the extent allowed by law; and

**WHEREAS**, parties hereto desire to cooperate by providing municipal management services that assist with the operations of municipalities, including but not limited to management assistance, studies, work sessions, and analysis of operations; and

**WHEREAS**, the purpose of this Agreement is to outline the relationship between the parties in order to ensure that each understands and agrees to certain responsibilities concerning the services provided; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **TERM AND TERMINATION:** The term of this Agreement shall be in perpetuity commencing on the date of last approval set forth below. The fiscal year of the agreement shall be from July 1 through June 30.

The effective date of this Agreement shall be July 1, 2018, and shall continue from year to year without the necessity of a formal renewal by any member. The Agreement shall remain in full force and effect until such time as it may be

dissolved by majority vote of the Governing Body. In the event of dissolution, the Governing Body shall fix a date certain for termination of services and shall thereafter dispose of property as set forth herein.

2. MEMBER CITIES AND TOWNS: The Member cities and towns shall be those cities and towns who approve participation in the Interlocal services outlined herein by approval of this Interlocal Agreement.

3. GOVERNING BOARD AND ENTITY CREATED: There is hereby created a governing board to be known as the Oklahoma Municipal Management Services (OMMS) Board, consisting of a chairperson who shall be the designee of the City Management Association of Oklahoma. There shall be an additional six board members, chosen by the member cities who have agreed to participate in the interlocal agreement purposes set forth herein. The Board shall have the purposes and duties outlined herein. Quorum, voting procedures, representation on the Board, attendance, minutes of meetings, officers, term of office, committees, and all other operational issues shall be specifically regulated in the by-laws of the Board, which must be approved by the Board by a majority vote of the Members. The Board shall designate the time and place of all meetings, which shall be conducted in compliance with the Oklahoma Open Meeting Act. Until such time as elections are held for the selection of board members, the officers of the Board of the City Management Association of Oklahoma shall serve as the interim board.

4. PURPOSES: The purposes of this Agreement and the Board shall be to provide municipal management services that assist with the operations of Oklahoma municipalities who participate in the services provided. The services shall include but not limited to management assistance, studies, work sessions, and analysis of operations, as such other purposes as established by the City Management Board. The specific purposes of the agreement include but are not limited to:

- a. Assist cities and towns by providing professional management assistance in the form of municipal management services.
- b. Provide professional management assistance to local governments who could not otherwise have and encourage institutionalization of the Circuit Rider City Manager concepts.
- c. Provide economic development, community development, and professional management to communities in need of these types of services.

- d. Demonstrate dollar value of professional management service and encourage participating communities to devote resources to it.
  - e. Encourage participating governments to build their own capacity to manage programs and services.
  - f. Provide the same kinds of services rendered by a city manager in a traditional Council-Manager municipality. This does not mean that all such services must necessarily be performed in each participating jurisdiction. The scope of total services will, however, equate with the Council-Manager model and cover all phases of public management. Emphasis will be given to assistance, coaching, and training in financial management practices, personnel administration, planning, grant applications and grant management, management systems, social media assistance and economic and community development.
  - g. Municipal Administration. This activity includes responses to local needs by reviewing municipal ordinances and charter amendments, budget assistance, liaison with other municipalities and county, State, and federal governments, and preparing public notices. It also includes the supervision of other municipal employees and functions, when authorized.
  - h. Grant Preparation/Administration. This activity includes assistance with the preparation of grant applications for federal and State grant programs, as well as, review of the administration of approved grant projects.
  - i. Communication and Information Services. This service includes special assignments to find answers to specific problems and to give appropriate advice to the municipal staff and to elected officials. It requires the Circuit Rider City Manager to do special fact-finding, as well as, to monitor federal and State program changes, to keep current on issues in Oklahoma municipal governments, and to be knowledgeable in municipal finance, human resource management, general management, and public administration. In addition, the Circuit Rider City Manager will serve as a continuity link at times of changes of administration.
5. MANNER OF FINANCING AND BUDGETING: The Board shall have the power to establish fees for the services provided, to collect dues, to pay expenses, and to retain employees and independent contractors to provide the services authorized. An annual budget shall be established.
6. DUTIES OF THE BOARD: The duties of the board shall consist of:

- a. Establish fees for the services provided.
- b. Retaining employees and independent contractors to provide the services authorized.
- c. Enter into agreements to accomplish the purposes set forth herein.
- d. Review fees and costs associated with the programs and services provided.
- e. Monitor the results obtained from the services provided.
- f. Encourage and monitor additional agreements to accomplish the purposes set forth herein, including but not limited to additional interlocal agreements that accomplish the purposes of this agreement.
- g. Perform other tasks consistent with the purpose and intent of this agreement and any additional agreements entered into as a result of this agreement.

7. PROPERTY ACQUISITION AND DISPOSAL: The parties agree that the Board shall have the authority to acquire and dispose of real and personal property. Any property owned by the Board at the time of dissolution of the Board or upon termination of this agreement shall become the property of the members and former members in undivided shares equal to the proportion of the cost paid for the property by each member and former member as compared to the total costs paid by all members and former members.

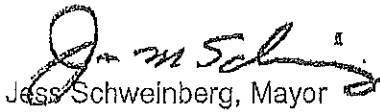
8. MISCELLANEOUS: Notices required by this agreement shall be sent by regular United States Mail or may be delivered by hand to the City Clerk of the member city. The parties agree that this written agreement contains the entire agreement between the parties and that it can be amended from time to time upon:

1. Recommendation of the board and approval by at least seventy-five percent (75%) of the members of the group; or
2. Petition proposed by at least twenty percent (20%) of the members of the group and approval by at least seventy-five percent (75%) of the members of the group.

This Agreement shall be submitted and approved by the Attorney General of Oklahoma prior to its going into effect.


Passed and approved, at a regular meeting of the City Council of Mustang, Oklahoma, held the 3rd day of July, 2018.

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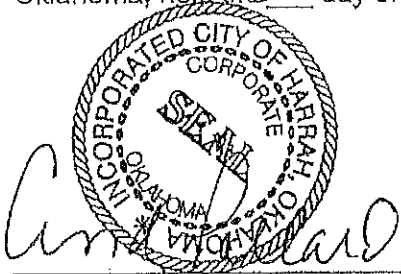
  
Jess Schweinberg, Mayor

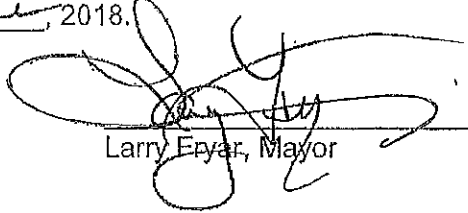
  
Lisa Martin, City Clerk

Approved as to form

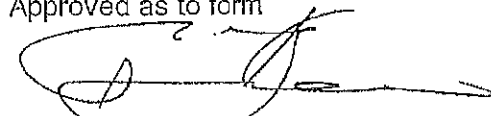
  
Attorney

Passed and approved, at a regular meeting of the City Council of the City of Harrah,  
Oklahoma, held the 26th day of June, 2018.

  
Cindy Pollard, City Clerk

  
Larry Eyer, Mayor

Approved as to form

  
Robert Thompson, City Attorney

ATTORNEY GENERAL APPROVAL

I, in my capacity as Attorney General for the State of Oklahoma, certify that I  
have reviewed the foregoing Interlocal Agreement and find such agreement proper  
and compatible with the laws of the State of Oklahoma.

Date

Attorney General

