

# **INTERLOCAL COOPERATIVE AGREEMENT**

## **City of Broken Arrow & DEPARTMENT OF CAPITAL ASSETS MANAGEMENT**

This INTERLOCAL COOPERATIVE AGREEMENT (the "Agreement") is entered into between the City of Broken Arrow, a political subdivision organized and existing under the laws of the State of Oklahoma, and the **OKLAHOMA DEPARTMENT OF CAPITAL ASSETS MANAGEMENT ("DCAM")**.

### ***RECITALS***

***WHEREAS***, the DEPARTMENT OF CAPITAL ASSETS MANAGEMENT was created as an executive branch agency, organized and existing pursuant to Title 74, Oklahoma Statutes, Section 61.2;

***WHEREAS***, the City of Broken Arrow and the DEPARTMENT OF CAPITAL ASSETS MANAGEMENT are public agencies as defined in Title 74, Oklahoma Statutes, Sections 1003(A)(1) and (A)(2) for purposes of entering into agreements authorized by the Interlocal Cooperation Act;

***WHEREAS***, Title 74, Oklahoma Statutes, Section 1008 of the Act authorizes public agencies to enter into agreements with each other to perform any governmental service, activity, or undertaking that the public agencies are authorized by law to perform;

***WHEREAS***, Title 74, Oklahoma Statutes, Section 62.1 et seq., establishes a surplus property program within DCAM through which DCAM purchases, sells, and disposes of surplus property;

***WHEREAS***, Title 11, Oklahoma Statutes, Section 10-116 [or 11-116], provides that a municipal governing body may sell surplus or obsolete supplies, materials and equipment through competitive bidding;

***WHEREAS***, on behalf of the State of Oklahoma, DCAM disposes of surplus property through monthly public auction;

***WHEREAS***, the City of Broken Arrow and DCAM mutually agree that their combined efforts will provide for the disposal of surplus property in a lawful, effective and efficient manner that serves the citizens of both public entities; and

***WHEREAS***, DCAM agrees to dispose of surplus property of the City of Broken Arrow through the DCAM surplus property program.

***NOW, THEREFORE, BE IT RESOLVED***, that in consideration of the mutual agreements and conditions herein described, the parties agree as follows:

**1. Responsibilities of DCAM.**

- A. DCAM agrees to dispose of the surplus property of the City of Broken Arrow through its surplus property program.
- B. DCAM agrees to transfer monies received from the sale of City of Broken Arrow's surplus property, minus an administrative fee of ten percent (10%), to City of Broken Arrow.

**2. Responsibilities of City of Broken Arrow.**

- A. City of Broken Arrow agrees to transfer surplus property to DCAM for disposal through the DCAM surplus property program, unless otherwise agreed to in writing between the parties.
- B. City of Broken Arrow agrees that DCAM may retain an administrative fee of ten percent of the sale price of City of Broken Arrow surplus property prior to transferring money back to the City of Broken Arrow.

**3. Term.** This Agreement shall be effective upon the date of approval by both parties, and shall continue for one year from the date of its execution. This Agreement may be renewed for additional one year terms by mutual written agreement of the parties if done prior to the expiration of the original agreement.

**4. Equipment and Employees.** All personnel acting for DCAM or City of Broken Arrow under this Agreement will, at the time of such action, be acting as an employee or agent of their respective public agency.

**5. Termination.** This Agreement may be terminated at any time by either party with or without cause upon tendering written notice of such termination thirty (30) days prior to the effective date of such termination.

**6. Authorized Administrator(s).** The Administrator of the City of Broken Arrow and the Director of the DEPARTMENT OF CAPITAL ASSETS MANAGEMENT, or their designee, shall designate in writing a person or persons to be responsible for administering this agreement.

**7. Execution.** This Agreement may be executed in multiple copies, but only certified copies shall have the same effect as the original.

**8. Amendment.** Amendments to this Agreement may only be achieved or permitted by express written agreement of both parties.

**9. Captions.** The captions, titles, and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof.

**10. Preservation of Defense and Right.** Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. § 151 et. seq., common law,

statutes, or constitutions of the United States or the State of Oklahoma by entering into this agreement.

**11. Whole Agreement.** It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties, and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

**DEPARTMENT OF CAPITAL ASSETS MANAGEMENT**

APPROVED by the Director of the DEPARTMENT OF CAPITAL ASSETS MANAGEMENT  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By \_\_\_\_\_

Administrator of Department of Capital Assets Management

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
DEPARTMENT OF CAPITAL ASSETS MANAGEMENT  
Legal Division

**City of Broken Arrow**

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by the  
Administrator / Mayor.

\_\_\_\_\_  
Administrator

APPROVED as to form and legality this 3<sup>rd</sup> day of September, 2019.

\_\_\_\_\_  
Attorney