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TULSA COUNTY

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PURCHASING  
DEPARTMENT

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MEMO

DATE: April 3, 2019

FROM: Megan Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Interlocal Agreement-City of Tulsa

Submitted for your approval and execution is the attached Interlocal Agreement between the Board of County Commissioners and the City of Tulsa to combine existing resources for maintenance and repairs of county roads and bridges which are located within the Tulsa City limits.

Respectfully submitted for your approval and execution.

MLB / skb

ORIGINAL: Michael Willis, County Clerk, for the April 8, 2019 agenda.

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF TULSA, OKLAHOMA AND THE CITY OF TULSA,  
OKLAHOMA CONCERNING THE 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 Board of County Commissioners Tulsa County, Oklahoma (hereafter "the County"), and the City of Tulsa, 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 of the City of Tulsa.

**DURATION**

1. This agreement shall be in effect from the date of its approval by both parties through June 30, 2020. 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 in writing for another year.
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 the 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 their current 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 the 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 \_\_\_\_ day of \_\_\_\_\_, 2019

BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA

\_\_\_\_\_  
Karen Keith, Chairman

\_\_\_\_\_  
Stan Sallee, Member

\_\_\_\_\_  
Ron Peters, Member

\_\_\_\_\_  
ATTEST: Michael Willis, County Clerk

*by Nolan M. Fields 4-2-19*  
Approved as to form: Steve Kunzweiler, District Attorney

\_\_\_\_\_  
G.T. Bynum, Mayor of Tulsa

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: (Seal) City Clerk

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**Interlocal Agreement between Tulsa County, Ok  
AND the City of Tulsa, OK**