DEPARTMENT MAINTENANCE AGREEMENT
FOR
INCOG
OWNED VEHICLES

This Agreement is entered into by and between the BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF TULSA, STATE OF OKLAHOMA, hereafter referred to as “County”
and the INCOG OFFICE, hereafter referred to as “User.”

1. RECITALS: Inasmuch as County owns and operates a maintenance facility for the regular
maintenance of motor vehicles, and whereas User, a local unit of government, owns and
operates certain motor vehicles as a part of its government operation, and because economics
of scale may be achieved by the coordinated efforts of County and User to provide for
maintenance of User’s vehicle fleet, the parties agree that pursuant to the provisions of
74 O.S. Sec. 1008A, User may utilize the services of County for maintenance of User’s
vehicle fleet on an as-needed basis under the following terms and conditions.

2. DURATION: The terms of this agreement shall be from the acceptance of this agreement by
both County and User until the end of the current fiscal year of the parties, which fiscal year
will terminate on June 30, 2014.

3. VEHICLES: County and User agree that User’s vehicle fleet to be maintained by County
shall not exceed seven (7) vehicles, and shall include those vehicles listed on Exhibit “A”
attached hereto and made a part hereof.

4. ORGANIZATION: No new administrative or legal entity is created by this agreement, nor
are powers delegated thereto.

5. PURPOSE: The purpose of this agreement is to provide vehicle maintenance to User by
County. Maintenance shall include all replacement parts as requested, changing of oil, filters,
and lubrication every five thousand (5,000) miles, as well as a complete maintenance check
including, but not limited to, transmission, differential, belts, wiper blades, brakes, etc. every
five thousand (5,000) miles.

6. FINANCING: Financing of this agreement shall come solely from the operating budget of
User. User agrees to establish and maintain as a part of its normal budgetary procedures,
sufficient books of account to satisfy the requirements of 74 O.S., Section 1001 and
following.

7. PRICE: The parties agree that User shall pay County for parts used in the maintenance of
User’s vehicles at cost, and for labor at the rate of Twenty Dollars ($20.00) per hour, or for
any part of such hour. The County further agrees to sell to User tires and batteries for User’s
vehicles, consistent with availability and needs of County to apply its own fleet, at the prices
then currently paid by County for such tires or batteries. The County further agrees to sell to
User fuel for said vehicles, consistent with availability and needs of County to supply its own
fleet, at the prices then currently paid by County for such fuel plus a five cent administrated
cost per gallon.
8. **ADMINISTRATOR:** The parties agree that the Board of County Commissioners of the County of Tulsa shall serve as administrator pursuant to the terms of said 74 O.S., Section 1004 (d) throughout the terms of this agreement.

9. **PROPERTY ACQUISITION AND DISPOSAL:** The parties agree that no real or personal property will be used as a result of this agreement aside from vehicle parts above-mentioned. County agrees to acquire and hold any parts necessary for the above-mentioned vehicular maintenance and to dispose of same by installing such parts in user's vehicles as needed.

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**ATTEST:**

[Signature]

County Clerk

**BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY**

By [Signature]

Chairman

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**APPROVED AS TO FORM:**

[Signature]

Assistant District Attorney

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**USER:** [Signature]

**TITLE:** InCoC Executive Director

**Date:** 6/12/13
## INCOG

### LIST OF VEHICLES

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<tr>
<th>Vehicle</th>
<th>VIN#</th>
<th>Vehicle Number</th>
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<td>2006 Ford Hybrid Escape</td>
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5/3/2013