

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE \_\_\_\_\_ July 14, 2010 \_\_\_\_\_ AGENDA

DEPARTMENT: DISTRICT 2 \_\_\_\_\_ REQUESTED BY: \_\_\_\_\_ M. Taylor \_\_\_\_\_

REQUISITION NO.: \_\_\_\_\_ REQUISITION SHEET ATTACHED: \_\_\_\_\_ YES \_\_\_\_\_ N/A

NAME OF FUNDS: \_\_\_\_\_

FUND NUMBERS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? \_\_\_\_\_ YES \_\_\_\_\_xxx\_\_\_\_\_ NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 3

AGENDA ITEM READS AS FOLLOWS:

Discussion and possible action regarding MUTUAL COOPERATION AGREEMENT between CITY OF HARRAH and  
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
\_\_\_\_\_

APPROVED BY DA  
(If Applicable)

APPROVED BY ENGINEER  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

 7/6/2010  
\_\_\_\_\_  
ASSISTANT DISTRICT ATTORNEY

\_\_\_\_\_  
COUNTY ENGINEER

\_\_\_\_\_  
PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: \_\_\_\_\_ YES \_\_\_\_\_ N/A

COUNTY CLERK: QC YES \_\_\_\_\_ N/A

Indicate any privacy-protected information that exists \_\_\_\_\_

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_



CHAIRMAN  
CHIEF DEPUTY FOR  
Ray VAUGHN, CHAIR

# PENDING APPROVAL

## MUTUAL COOPERATION AGREEMENT

CITY OF HARRAH  
&  
OKLAHOMA COUNTY

THIS MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective July 1, 2010 between the **CITY OF HARRAH**, a municipal corporation organized and existing under the laws of the State of Oklahoma (the "Municipality"), and the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County").

### RECITALS:

WHEREAS, Title 69, Oklahoma Statutes, Section 1903B, authorizes the County to enter into an agreement with a municipality or any two or more counties or municipalities to construct, improve, repair or maintain any of the roads, streets or highways of the other parties to the contract;

WHEREAS, pursuant to County Resolution No. 077-97 setting procedures for tinhorn acquisition if the requested tinhorn location is within the corporate limits of a municipality, a legal agreement with the municipal entity to install the tinhorn and collect the fees must be approved;

WHEREAS, pursuant to Title 19, Oklahoma Statutes, Section 339, paragraph 16, the County may utilize county-owned equipment, labor and supplies on property owned by the county, public schools, state, and municipalities with a population less than five thousand (5,000); and

WHEREAS, the County and the Municipality find that it is to the mutual benefit of the citizens of both the Municipality and the County to enter into an agreement for mutual cooperation for maintenance, construction, and repair of certain streets within the limits of the Municipality and the responsibility of the Municipality, and the installation of tinhorns within the limits of the Municipality.

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

1. The County may perform work and maintain certain roadways within the incorporated limits of the Municipality.
2. The Municipality's governing body may submit written requests to the County for particularly described streets or portions of streets for which the Municipality needs assistance in reconstruction, improvement, repair and maintenance. Said requests shall adequately describe street location and type of assistance needed from the County and for what anticipated period of time. If the County approves the Municipality's request for assistance, said request shall be performed pursuant to the authority of this Agreement.

# PENDING APPROVAL

3. The Municipality may, under separate agreement, furnish to the County the funds to pay the Municipality's share of the costs of labor, engineering, equipment, and material.
4. No party to the contract shall be liable for the acts or omissions of the other party or for failure to inspect or supervise the performance of the other party.
5. The parties understand and agree that this Agreement in no way relieves the Municipality of the Municipality's primary duty to maintain its streets in a reasonably safe condition for travel by the public.
6. This Agreement shall commence on July 1, 2010 and continue through June 30, 2011.

APPROVED by the governing bodies of the parties on the dates hereafter set forth.

## MUNICIPALITY

APPROVED by the Municipality this 16<sup>th</sup> day of June, 2010.

ATTEST:

Deborah Miner  
City Clerk

By [Signature]  
Mayor

APPROVED as to form and legality this 16 day of June, 2010.  
[Signature]  
City Attorney

## COUNTY

APPROVED by the County this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

### **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA**

By \_\_\_\_\_  
Chairman County Commissioner, District 3

ATTEST:

\_\_\_\_\_  
County Clerk

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

# PENDING APPROVAL

APPROVED BY COUNTY ENGINEER:

\_\_\_\_\_  
Oklahoma County Engineer

APPROVED as to form and legality this 6 day of July, 2010.

\_\_\_\_\_  
Assistant District Attorney