

PENDING APPROVAL

INTERLOCAL COOPERATIVE AGREEMENT

COUNTY OF OKLAHOMA & DEPARTMENT OF CENTRAL SERVICES

This INTERLOCAL COOPERATIVE AGREEMENT (the "Agreement") is entered into between the **COUNTY OF OKLAHOMA**, a political subdivision organized and existing under the laws of the State of Oklahoma, and the **OKLAHOMA DEPARTMENT OF CENTRAL SERVICES** ("DCS"), an agency of the State of Oklahoma.

RECITALS

WHEREAS, the Department of Central services was created as an executive branch agency, organized and existing pursuant to Title 74, Oklahoma Statutes, Section 61.2;

WHEREAS, the County of Oklahoma and the Department of Central Services 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 DCS through which DCS purchases, sells, and disposes of surplus property;

WHEREAS, Title 19, Oklahoma Statutes, Section 421.1 provides that a board of county commissioners may sell surplus or obsolete supplies, materials and equipment through competitive bidding or auction;

WHEREAS, on behalf of the State of Oklahoma, DCS disposes of surplus property through online auctions and monthly public auctions;

WHEREAS, the County of Oklahoma and DCS 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, DCS agrees to dispose of surplus property of the County of Oklahoma through the DCS 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 DCS.

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- A. DCS agrees to dispose of the surplus property of the County of Oklahoma through its surplus property program.
- B. DCS agrees to advertise the auction of surplus property by publication in a newspaper of general paid circulation in the county for two (2) successive weekly issues as required by 19 O.S. §421.1(C).
- C. DCS agrees to transfer all monies received from the sale of County of Oklahoma's surplus property, minus expenses and an administrative fee of ten percent (10%), to County of Oklahoma.

2. **Responsibilities of County of Oklahoma.**

- A. County of Oklahoma agrees to transfer all surplus property to DCS for disposal through the DCS surplus property program, unless otherwise agreed to in writing between the parties.
- B. County of Oklahoma agrees that DCS may retain an amount covering DCS' expenses plus an administrative fee of ten percent of the sale price of County's surplus property.

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.

4. **Equipment and Employees.** All personnel acting for DCS and County of Oklahoma under this Agreement will, at the time of such action, be 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 Board of County Commissioners of the County of Oklahoma and the Director of the Department of Central Services, or their designee, shall designate a person or persons to be responsible for administering this agreement.

7. **Execution.** This Agreement may be executed in multiple copies, each copy of which shall be deemed as an 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.

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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 CENTRAL SERVICES

APPROVED by the Director of the Department of Central Services this _____ day of _____, 2010.

By _____
John S. Richard
Director of Central Services

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

Department of Central Services Legal Division.

COUNTY OF OKLAHOMA

APPROVED this _____ day of _____, 2010.

Board of County Commissioners of Oklahoma County

Chairman

Member

Member

Attest:

County Clerk

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

Attorney for County of Oklahoma