

INTERLOCAL AGREEMENT

This agreement is entered into this 25 day of June, 2012, between the **BOARD OF COUNTY COMMISSIONERS, CLEVELAND COUNTY, OKLAHOMA**, (hereinafter referred to as "COUNTY") and **THE CITY OF NORMAN, OKLAHOMA** (hereinafter referred to as "CITY") for FY 2012-2013.

Pursuant to 74 O.S. 1981 §1001 et seq. and 69 O.S. 1981 §603, the governing boards of Cleveland County, Oklahoma, and the City of Norman, find that it is to the mutual benefit of the citizens of both the CITY and the COUNTY to enter into an Agreement for Interlocal Cooperation pertaining to grading, draining, and hard surfacing of certain streets within the CITY which are continuations or connecting links in the State or County highway system.

WHEREFORE, in mutual consideration, the parties hereto agree as follows:

1. If the CITY determines a need for grading, drainage or hard surfacing on a CITY road which is a continuation or a connecting link in the State or County highway system, the CITY may make a written request for help with the labor and or materials to accomplish the grading, drainage and or hard surfacing from the appropriate County Commissioner.
2. The CITY'S request shall be in writing and shall state the proposed work, what part is proposed to be done by the CITY and what part to be done by the COUNTY and the proposed time frame for the completion of the work.
3. Engineering for each project shall be the sole responsibility of the CITY.
4. Projects where the COUNTY provides 100% of the labor will, within five (5) days of completion, are to be inspected by the CITY. If the CITY alleges any deficiencies in the manner in which the County work was performed, the CITY will provide written notice specifying those deficiencies within ten (10) days of the completion of said work. COUNTY will respond to any allegations of deficiency within ten (10) days of receiving written notice from the CITY.
5. Whenever a written request is made by the CITY for the COUNTY to repair pot holes and the COUNTY agrees to perform the work, the COUNTY may obtain up to 15 tons of asphalt materials per day or up to 75 tons per week to accomplish these projects without otherwise notifying the CITY. If the work the COUNTY agrees to do will require more than 15 tons per day or 75 tons per week, the COUNTY agrees to make arrangements with the CITY for the time and manner in which the asphalt materials will be obtained. When such work is performed by the COUNTY, records will be kept by the COUNTY as to the amount of material used. The COUNTY agrees to make these records available to the CITY anytime upon request, or in a written monthly report format if a specific request is not made.
6. The CITY and COUNTY agree to the loan of equipment back and forth as needed to complete these projects. Maintenance, upkeep and repair due to normal use of the equipment will be the sole responsibility of the owner of the equipment. Damage to the equipment caused by misuse, improper operation, accident or misfortune shall be the responsibility of the party utilizing said equipment.

7. Upon request by the COUNTY, the CITY agrees to perform cooperative maintenance and construction operations on public COUNTY rights-of-ways and/or easements according to work assignment scheduling.


8. The COUNTY retains the right to perform all of the work requested, part of the work requested or none of the work. When the COUNTY receives a written request for work, the COUNTY will respond by the end of the next business day.

9. Provided further, the CITY hereby promises, covenants and agrees to indemnify and hold harmless the COUNTY against any liability, and to pay any judgments rendered against the COUNTY for any claim, suit or damages recovered against the COUNTY arising out of the COUNTY'S services rendered to CITY under this Agreement.


10. This agreement shall be effective from July 1, 2012 through June 30, 2012, and may be renewed or extended annually by appropriate affirmative action of the governing bodies of both parties.

Approved this 25 day of June, 2012.

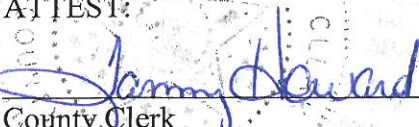
BOARD OF COUNTY COMMISSIONERS
FOR CLEVELAND COUNTY


RUSTY SULLIVAN, District #3

ABSENT
GEORGE SKINNER, District #2


ROD CLEVELAND, District #1

ATTEST:


County Clerk

Approved as to form and legality:

David J. Batton, Assistant District Attorney

Approved this _____ day of June, 2012

THE CITY OF NORMAN, OKLAHOMA
A Municipal Corporation

Mayor

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney