

## AGREEMENT

### CLEVELAND COUNTY AND CITY OF NORMAN

This Mutual Cooperation Agreement is entered 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 2018-2019.

Pursuant to 69 O.S. §1903, et seq. 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 of Mutual Cooperation pertaining to grading, draining, and hard surfacing of certain street within the CITY which are continuations or connecting links in the State or County Highway system or other projects that mutually benefit the two jurisdictions, and is located within Cleveland County.

**WHEREFORE**, in mutual consideration of the promises and covenants herein made, the parties hereto agree as follows:

1. If the CITY determines a need for grading, draining or hard surfacing on the CITY road which is a continuation or a connecting link in the State or County highway system; and located within Cleveland County, the CITY may make a written request for help with the material, labor/or equipment to accomplish the grading, draining 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 parties proposed to be done by the CITY and what part to be done by the COUNTY and the proposed time frame for completion of the work.
3. CITY may be billed, at the option of the COUNTY, for the actual cost of any and all materials, labor, etc.
4. Engineering for each project shall be the sole responsibility of the CITY.
5. COUNTY will determine and properly mark (sign) all detour routes, provide signage for all projects and call OKIES-ONE to ensure all utility lines/locations are properly identified for all work sites.
6. Projects where the COUNTY provides 100% of the labor will, within five (5) days of completion, 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.
7. During the time period work is being performed by the COUNTY or its agents, the COUNTY will be responsible for any damages caused by work performed by or on behalf of the COUNTY. Once the CITY has provided written acceptance of the work provided by the COUNTY, the CITY shall bear responsibility for any claim or judgment rendered for damages proven to be a result of acts or omissions related to maintenance or operation of a City Road. "It is not the intent of the parties to create or add any duties or


liabilities which are not mandated by the Governmental Tort Claims Act, 51 O.S. Section 151 et seq. or other applicable state law.”

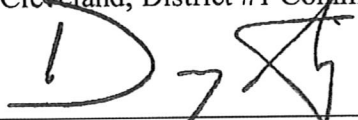
8. The COUNTY retains the right to perform all of the work, requested, part of the work requested or none of the work, at the sole discretion of the COUNTY, with or without cause.
9. Other projects as may be defined by written addendum or modifications to this agreement.
10. This agreement shall be effective from July 1, 2018, through June 30, 2019, and may be renewed or extended annually by appropriate affirmative action of the governing bodies of both parties; provided, however, that in the event either part shall breach this agreement, then, and in said event, the aggrieved party may terminate this agreement, upon written notice to the breaching party.
11. This agreement is subject to CITY materials or funds on hand, and to CITY fiscal year limitations.

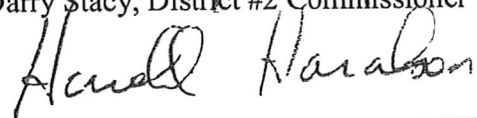
**COUNTY**

APPROVED this 23<sup>rd</sup> day of April, 2018,

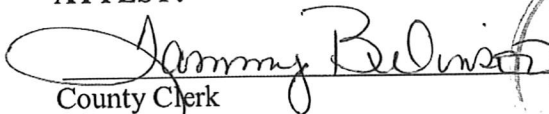
**BOARD OF COUNTY COMMISSIONERS,  
FOR CLEVELAND COUNTY.**

  
\_\_\_\_\_  
Rod Cleveland, District #1 Commissioner

  
\_\_\_\_\_  
Darry Stacy, District #2 Commissioner

  
\_\_\_\_\_  
Harold Haralson, District #3 Commissioner

**ATTEST:**

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



Approved as to form and legality:

  
\_\_\_\_\_  
Heather Darby, Assistant District Attorney

**CITY**

**APPROVED** by the MAYOR and COUNCIL of the CITY OF NORMAN this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**THE CITY OF NORMAN, OKLA**

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

Approved as to form and legality:

\_\_\_\_\_  
Municipal Counselor