

GENERAL MUTUAL COOPERATION AGREEMENT

APR 14 2025

BETWEEN THE CITY OF OKLAHOMA CITY

&

**SHERRY MURRAY
COUNTY CLERK**

THE BOARD OF COUNTY COMMISSIONERS OF CANADIAN COUNTY 250209

THIS GENERAL MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective July 1, 2025, between the **CITY OF OKLAHOMA CITY**, a municipal corporation organized and existing under the laws of the State of Oklahoma (the "Municipality"), and the **BOARD OF COUNTY COMMISSIONERS OF CANADIAN COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County").

RECITALS:

WHEREAS, 69 O.S. § 601A, authorizes the County to use any funds which are in the county highway fund to construct and maintain as county highways those roads which best serve the most people of the county; and

WHEREAS, 69 O.S. § 603 provides that the County may contract for grading, draining, or hard-surfacing and street within any municipality where such street is a continuation of/or a connecting link in the State or County Highway System; and

WHEREAS, 69 O.S. § 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; 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 tin horns 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, at their discretion, perform work to construct, improve, or repair certain roadways within the incorporated limits of the Municipality.
2. The Municipality's governing body must submit specific written requests to the County regarding particularly described streets or portions of streets for which the Municipality is seeking the County's assistance in the construction, improvement, repair, and maintenance. Said requests shall adequately and specifically describe the street location and the specific type of assistance needed from the County and describe the anticipated period of time that such assistance shall be needed. If the County approves the Municipality's request for assistance, said request shall be performed pursuant to the authority of this Agreement and a specific project agreement.
3. The Municipality shall, under the specific project 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 this Agreement or a specific project agreement 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 under applicable state law to maintain its streets in a reasonably safe condition for travel by the public for the duration of the project.
6. The Municipality hereby represents and warrants to County that the Municipality owns, leases, or holds beneficial easements on any and all real property on which the Municipality seeks the County's assistance in construction, improvement, repair or maintenance.

7. Notwithstanding anything to the contrary herein, the Municipality acknowledges that the County's performance of work under this Agreement is subject to the County's availability of highway department personnel, equipment, labor and materials and to weather conditions or circumstances beyond the reasonable control of the County.
8. This Agreement shall retroactively commence on July 1, 2025, and continue through June 30, 2026.

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

MUNICIPALITY

APPROVED by the Municipality this 20TH day of MAY, 2025.

ATTEST:

Amy K. Simpson

City Clerk



David Holt

Mayor

APPROVED as to form and legality.

[Signature]

City Attorney

COUNTY

APPROVED by the County this 14th day of April,
2025.

**BOARD OF COUNTY COMMISSIONERS
OF CANADIAN COUNTY, OKLAHOMA**

Attest:

Sherry Murray
County Clerk



By Thomas Mark

Chairman

By Dracey Rider

Member

By CRANSON

Member

APPROVED as to form and legality this 14th day of April,
2025.

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Assistant District Attorney