

## INTERLOCAL AGREEMENT

### **AN AGREEMENT BETWEEN THE CITY OF YUKON, OKLAHOMA AND THE CITY OF OKLAHOMA CITY REGARDING REMOVAL OF EXISTING DRAINAGE PIPES AND CONSTRUCTION OF A NEW REINFORCED CONCRETE DRAINAGE BOX WITH HEADWALLS AND U-SHAPED WINGS AT NW 50<sup>TH</sup> (WAGNER ROAD) AND SARA ROAD, CANADIAN COUNTY, OKLAHOMA.**

**THIS AGREEMENT** is entered into by and between the City of Yukon, Oklahoma hereinafter referred to as "Yukon", and the City of Oklahoma City, Oklahoma, hereinafter referred to as "OKC" pursuant to the Oklahoma Interlocal Cooperation Act, 74 O.S. § 1001.

**WHEREAS**, aging infrastructure and increased vehicular traffic have made it necessary to remove existing drainage pipes and to construct a new reinforced concrete drainage box with headwalls and U-shaped wings at NW 50<sup>th</sup> (Wagner Road) and Sara Road on the border between City of Yukon and City of Oklahoma City; and

**WHEREAS**, Yukon agrees to manage the engineering, pipe removal, and construction process of this project and OKC agrees to reimburse Yukon for one-half (1/2) of the total costs associated with this project; and

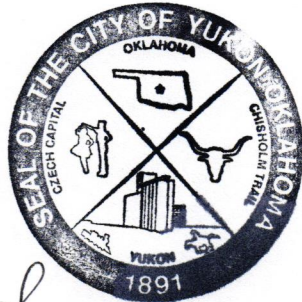
**WHEREAS**, Yukon and OKC find that it is to the mutual benefit of the citizens of both Yukon and OKC to enter into an Agreement setting forth the duties and obligations of the parties.

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

1. **YUKON** agrees to contract with third party engineers and contractors for the design and construction necessary for the project to include replacement of the existing storm sewer with a new 8' x 3' reinforced concrete box with headwall and U-shaped wings, 3" Pipe Handrail Over Headwall and Down Wings, 12" Rip Rap At Ends Of Aprons, Grade Existing Ditch To Drain To The East - For Approximately 200' East, Remove Vegetation From Drainage Ditch and Haul Off Waste. Replace Asphalt Paving Over New Structure.
2. **OKC** agrees to reimburse Yukon for one-half (1/2) of the actual costs incurred by Yukon within thirty (30) days of receipt of invoices and supporting documents from Yukon. Costs are estimated to be \$109,615.69 plus engineering and permitting costs of \$8,000.00. (Total not to exceed costs: \$117,615.69).
3. The parties hereto agree that neither entity 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.
4. The parties further agree that this Agreement may only be amended or modified by a subsequent written agreement between the parties and cannot be assigned without written permission of the other party.

INTERLOCAL AGREEMENT

APPROVED by the City of Yukon this 18<sup>th</sup> day of OCTOBER, 2022.



THE CITY OF YUKON

By

Shell Selby  
Mayor

ATTEST:

DFA SL  
City Clerk

Reviewed for form and legality this 18<sup>th</sup> day of October, 2022

Roger Rinehart  
Yukon City Attorney

APPROVED by the City of Oklahoma City this 6th day of December, 2022.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K Simpson  
City Clerk



David Holt  
Mayor

Reviewed for form and legality.

Craig Keith  
Oklahoma City  
Assistant Municipal Counselor