

GENERAL MUTUAL COOPERATION AGREEMENT

CITY OF MIDWEST CITY & THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS GENERAL MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective July 1, 2023, between the **CITY OF MIDWEST CITY**, a municipal corporation organized and existing under the laws of the State of Oklahoma (the "Municipality"), and the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA 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 any 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, County Resolution No. 118-08 has set out procedures for tinhorn acquisition if the requested tinhorn location(s) is/are within the corporate limits of a municipality, and a legal agreement with the municipal entity to install the tinhorn and collect the fees must be approved; 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 tinhorns 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, titled regarding particularly described streets or portions of streets for which the Municipality is

seeking the County's assistance in 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 the specific agreement.

3. The Municipality shall, under the specific 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 the contract 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 to maintain its streets in a reasonably safe condition for travel by the public for the duration of the project.

6. Municipality hereby represents and warrants to County that the Municipality owns, leases, or holds beneficial easements on any and all real property on which they seek 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 County.

8. This Agreement shall commence on July 1, 2023 and continue through June 30, 2024.

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

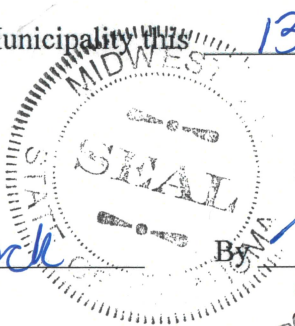
MUNICIPALITY

APPROVED by the Municipality this 13 day of June,

2023.

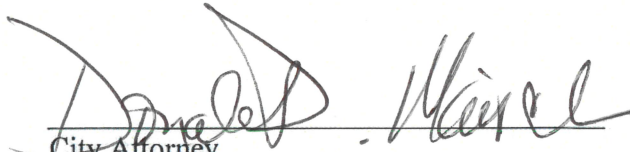
ATTEST:

Sara Hancock City Clerk [Signature] Mayor



APPROVED as to form and legality this 13 day of June,

2023.


City Attorney

COUNTY

APPROVED by the County this _____ day of _____,
2023.

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

By _____
Chairman

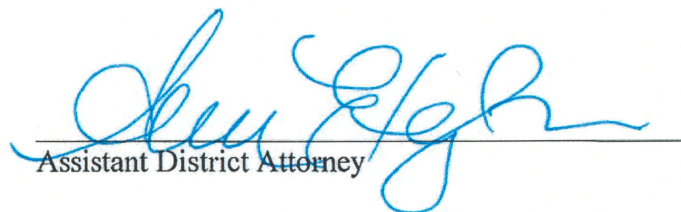
ATTEST:

By _____
Member

County Clerk

By _____
Member

APPROVED as to form and legality this _____ day of _____, 2023.


Assistant District Attorney

RELEASE OF PERPETUAL EASEMENT

WHEREAS, on July 29, 1970, the Oklahoma Industries Authority, an agency of the State of Oklahoma, granted a Perpetual Easement (the "Easement") to the State of Oklahoma covering a strip of land lying in part of the **SW/4 of Section 12, Township 11 North, Range 2 West**, Oklahoma County, Oklahoma, which Perpetual Easement was recorded on August 27, 1970 at Book 3948, Page 631 of the records of the Oklahoma County Clerk; and

WHEREAS, on March 24, 2023, the State of Oklahoma, ex rel. Department of Transportation, quitclaimed, granted, bargained, sold, and conveyed the Easement to the City of Midwest City (the "City"), by Quitclaim Deed recorded on May 2, 2023 at Book 15448, Page 219 of the records of the Oklahoma County Clerk; and

WHEREAS, the City now wishes to release all rights to the Easement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City does hereby release, relinquish, and surrender all right, title, and interest in, under, and by virtue of the Easement.



CITY OF MIDWEST CITY, OKLAHOMA
a municipal corporation

Matthew D. Duke II
Mayor

Sara Hancock
City Clerk

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) SS:

This instrument is acknowledged before me on June 14, 2023 by Matthew D. Duke II as Mayor of the City of Midwest City, a municipal corporation.

Jill S. Donaldson
Notary Public; Commission No. 15011364

My Commission Expires: 12.22.2023
(SEAL)

