

**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 2023-2024.

Pursuant to 69 O.S. § 1903, *et seq.*, the governing boards of Cleveland County, Oklahoma, and the City of Norman, Oklahoma, 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, hard surfacing, and snow and ice treatment of certain streets along with mowing along certain streets 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 are 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 or COUNTY determines a need for grading, draining, or hard surfacing on a CITY or COUNTY road, the CITY or COUNTY may make a written request for help with the material, labor, and/or equipment to accomplish the grading, draining, and/or hard surfacing from the CITY MANAGER or appropriate County Commissioner.
2. The CITY and COUNTY will meet at least 30 days prior to the start of the winter season to determine routes of responsibility for CITY and COUNTY snow and ice removal in the event of inclement winter weather. If the CITY determines certain on-call services, including ice and/or snow treatment or removal on CITY roads during inclement weather are needed in addition to the predetermined routes and responsibilities, the CITY may make a written request as set forth herein.
3. The CITY and COUNTY will meet at least 30 days prior to the start of mowing season to determine which intersections in rural areas of Norman will be mowed by the COUNTY and which will be mowed by the CITY during the mowing season to ensure the safe travel of vehicles through such intersections.
4. The CITY’S or COUNTY’S request shall be in writing and shall state the proposed work, what part of the project is proposed to be done by each party, and the proposed time frame for completion of the work.
5. Each party may be billed, at the option of the other, for the actual cost of any and all materials, labor, etc. All costs of the project will be agreed upon in writing before work commences.
6. Engineering for each project shall be the sole responsibility of the requesting party.

7. The assisting party will determine and properly mark (sign) all detour routes, provide signage for all projects and call OKIE811 to ensure all utility lines/locations are properly identified for all work sites.
8. Projects where the assisting party provides 100% of the labor will, within five (5) days of completion, be inspected by the requesting party. If the requesting party alleges any deficiencies in the manner in which the assisting party's work was performed, the requesting party will provide written notice specifying those deficiencies within ten (10) days of the completion of said work.
9. During the time period work is being performed by the assisting party or its agents, the assisting party will be responsible for any damages caused by work performed by or on behalf of the assisting party. Once the requesting party has provided written acceptance of the work provided by the assisting party, the requesting party 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 Road within its jurisdiction, control, and responsibility. The parties hereby acknowledge and agree that it is not the intent of the parties to create or add any duties or liabilities which are not mandated by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 *et seq.* or other applicable state law.
10. Each party retains the right to perform all of the work requested, part of the work requested, or none of the work requested, at its sole discretion, with or without cause.
11. Other projects may be defined by written addendum or modifications to this agreement if approved and signed by the governing bodies of both parties.
12. This agreement shall be effective from July 1, 2023, through June 30, 2024, 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, upon said event, the aggrieved party may terminate this agreement, upon written notice to the breaching party.
13. This agreement is subject to the availability of both parties' materials or funds on hand and to each parties' fiscal year limitations.

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**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CLEVELAND COUNTY BOARD OF  
COUNTY COMMISSIONERS**

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

\_\_\_\_\_  
Jacob McHughes, District 2 Commissioner

\_\_\_\_\_  
Rusty Grissom, District 3 Commissioner

**ATTEST:**

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

Approved as to form and legality:

\_\_\_\_\_  
Assistant District Attorney

**APPROVED** by the MAYOR and COUNCIL of the CITY OF NORMAN this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**THE CITY OF NORMAN, OKLAHOMA**

\_\_\_\_\_  
MAYOR LARRY HEIKKILA

**ATTEST:**

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

Approved as to form and legality:

\_\_\_\_\_  
City Attorney