

County Request No. 247

**REQUEST FOR LEGAL SERVICES**

8 @ to Review

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 5/4/2026 Department: County Manager

State the nature of the legal request: Request for legal services - Review as to legality and form - 8 Mutual Cooperation Agreement renewals: Putnam City Schools FY 26-27, Deer Creek School FY 26-27, Luther FY 26-27, Piedmont FY 26-27, Acadia FY 26-27, Canadian County FY 26-27, Logan County FY 26-27, Lincoln County FY 26-27

RECEIVED

MAY 04 2026

CIVIL DIVISION  
DISTRICT ATTORNEY

Paul Foster  
Signature

Reply of District Attorney's Office: \_\_\_\_\_

All 8 OK

~~Done~~ \* replace signature pg for Canadian Co- DA signature

Date of Reply: 5/4/2026

*[Handwritten Signature]*

Assistant District Attorney

# GENERAL MUTUAL COOPERATION AGREEMENT

PUTNAM CITY PUBLIC SCHOOLS  
OF OKLAHOMA COUNTY, OKLAHOMA

&

THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

**THIS MUTUAL COOPERATION AGREEMENT** (the "Agreement") is entered into effective JULY 1, 2026, between the **PUTNAM CITY PUBLIC SCHOOLS OF OKLAHOMA COUNTY, OKLAHOMA**, a public school organized and existing under the laws of the State of Oklahoma (the "School"), 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**, 19 O.S. Section 339, paragraph 18, authorizes the County to utilize county-owned equipment, labor and supplies at their disposal on property owned by the county, public schools, two-year colleges or technical branches of colleges that are members of The Oklahoma State System of Higher Education; and

**WHEREAS**, the School wishes to call upon the County from time to time to use the County's equipment, labor and supplies to assist the School District with parking areas, playgrounds, athletic fields, access roads, drainage areas, and other areas on property that is owned by the School; and

**WHEREAS**, the School and the County wish to enter into an agreement providing for the County's assistance to the School to the extent permitted by law, and

**WHEREAS**, the School and the County find that it is to the mutual benefit to both the School and the County to enter into this agreement; and

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

1. **COUNTY'S WORK**: The County may, at their discretion, perform the requested work on property that is owned by the School, subject to the terms of this agreement.
2. **SCHOOL'S WRITTEN REQUESTS**: The School must submit written requests to the County regarding particularly described property for which the School District needs assistance in reconstruction, improvement, repair or maintenance. Said requests shall adequately and specifically describe the 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 School District's request for assistance, said request shall be performed pursuant to the authority of this Agreement and the specific agreement.

3. **SCHOOL'S DUTY**: The School understands and agrees that this Agreement in no way relieves the School from their primary duty to maintain the property which is the subject of any agreement in a safe manner for the welfare of the students and public.
4. **REIMBURSEMENT**: The School shall furnish to the County the funds to pay the School District's share of the costs of labor, engineering, equipment, and/or materials, subject to the provisions of Title 19, Section 359, and any other applicable law.
5. **TORT LIABILITY**: Each party will be solely responsible for the acts or omissions of each party's officials, employees or agents performing this Agreement, subject to the limitations described in the Oklahoma Governmental Tort Claims Act, title 51, Sections 151 *et seq*, and shall not be responsible for the acts or omissions of the other, subject to the provisions of paragraph 3 above. Each party reserves all rights and defenses available at law or in equity.
6. **NO AGENCY**: All persons acting for the County or the School District in performance of this agreement will, at the time of such action, be an official, employee or agent of their respective public bodies. The parties agree that nothing contained in this Agreement will be construed as creating an employment or agency relationship between the parties or between the officials, agents, and employees of either party.
7. **THIRD PARTY BENEFICIARIES**: The parties do not intent to create any rights in any third parties by entering into this Agreement.
8. **OWNERSHIP OF PROPERTY UPON WHICH WORK IS REQUESTED**: The School District avers that the School District owns the property on which the requested work is to be performed.
9. **AMENDMENT OR ASSIGNMENT**: This Agreement may not be amended or assigned by either party without the prior express written agreement of both parties.
10. **ENTIRE AGREEMENT**: It is mutually understood and agreed by the parties that this Agreement contains all of the covenants, stipulations, and provisions contemplated by the parties, and no employee, agent or other person has authority to alter or change the terms hereof, except as provided herein, and no party is or will be bound by any statement of representation not in conformity with this Agreement.
11. **COUNTERPART ORIGINALS**: This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until both parties have executed and delivered the Agreement.
12. **TERMS OF AGREEMENT**: This Agreement shall commence on JULY 1, 2026, and continue through JUNE 30, 2027. Either party may sooner terminate this Agreement by prior written notice to the other party.

APPROVED AND ADOPTED BY THE PUTNAM CITY PUBLIC SCHOOLS OF OKLAHOMA COUNTY, OKLAHOMA this \_\_\_\_ day of \_\_\_\_\_ 2026.

PUTNAM CITY PUBLIC SCHOOLS OF OKLAHOMA COUNTY, OKLAHOMA,

By \_\_\_\_\_  
President – School Board

By \_\_\_\_\_  
Superintendent

ATTEST:

\_\_\_\_\_  
Board Clerk

COUNTY

APPROVED by the Board of County Commissioners this \_\_\_\_ day of \_\_\_\_\_ 2026.

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA

By \_\_\_\_\_  
Chairman Brian Maughan

ATTEST:

By \_\_\_\_\_  
Member

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

By \_\_\_\_\_  
Member

APPROVED as to form and legality this 4th day of May 2026.

La Elso Sandoval  
Assistant District Attorney

# GENERAL MUTUAL COOPERATION AGREEMENT

## DEER CREEK PUBLIC SCHOOLS OF OKLAHOMA COUNTY, OKLAHOMA

&

## THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

**THIS MUTUAL COOPERATION AGREEMENT** (the "Agreement") is entered into effective July 1, 2025, between the **DEER CREEK PUBLIC SCHOOLS OF OKLAHOMA COUNTY, OKLAHOMA**, a public school organized and existing under the laws of the State of Oklahoma (the "School"), 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**, 19 O.S. Section 339, paragraph 18, authorizes the County to utilize county-owned equipment, labor and supplies at their disposal on property owned by the county, public schools, two-year colleges or technical branches of colleges that are members of The Oklahoma State System of Higher Education; and

**WHEREAS**, the School wishes to call upon the County from time to time to use the County's equipment, labor and supplies to assist the School District with parking areas, playgrounds, athletic fields, access roads, drainage areas, and other areas on property that is owned by the School; and

**WHEREAS**, the School and the County wish to enter into an agreement providing for the County's assistance to the School to the extent permitted by law, and

**WHEREAS**, the School and the County find that it is to the mutual benefit to both the School and the County to enter into this agreement; and

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

1. **COUNTY'S WORK**: The County may, at their discretion, perform the requested work on property that is owned by the School, subject to the terms of this agreement.
2. **SCHOOL'S WRITTEN REQUESTS**: The School must submit written requests to the County regarding particularly described property for which the School District needs assistance in reconstruction, improvement, repair or maintenance. Said requests shall adequately and specifically describe the 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 School District's request for assistance, said request shall be performed pursuant to the authority of this Agreement and the specific agreement.

3. **SCHOOL'S DUTY**: The School understands and agrees that this Agreement in no way relieves the School from their primary duty to maintain the property which is the subject of any agreement in a safe manner for the welfare of the students and public.
4. **REIMBURSEMENT**: The School shall furnish to the County the funds to pay the School District's share of the costs of labor, engineering, equipment, and/or materials, subject to the provisions of Title 19, Section 359, and any other applicable law.
5. **TORT LIABILITY**: Each party will be solely responsible for the acts or omissions of each party's officials, employees or agents performing this Agreement, subject to the limitations described in the Oklahoma Governmental Tort Claims Act, title 51, Sections 151 *et seq*, and shall not be responsible for the acts or omissions of the other, subject to the provisions of paragraph 3 above. Each party reserves all rights and defenses available at law or in equity.
6. **NO AGENCY**: All persons acting for the County or the School District in performance of this agreement will, at the time of such action, be an official, employee or agent of their respective public bodies. The parties agree that nothing contained in this Agreement will be construed as creating an employment or agency relationship between the parties or between the officials, agents, and employees of either party.
7. **THIRD PARTY BENEFICIARIES**: The parties do not intent to create any rights in any third parties by entering into this Agreement.
8. **OWNERSHIP OF PROPERTY UPON WHICH WORK IS REQUESTED**: The School District avers that the School District owns the property on which the requested work is to be performed.
9. **AMENDMENT OR ASSIGNMENT**: This Agreement may not be amended or assigned by either party without the prior express written agreement of both parties.
10. **ENTIRE AGREEMENT**: It is mutually understood and agreed by the parties that this Agreement contains all of the covenants, stipulations, and provisions contemplated by the parties, and no employee, agent or other person has authority to alter or change the terms hereof, except as provided herein, and no party is or will be bound by any statement of representation not in conformity with this Agreement.
11. **COUNTERPART ORIGINALS**: This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until both parties have executed and delivered the Agreement.
12. **TERMS OF AGREEMENT**: This Agreement shall commence on July 1, 2025, and continue through June 30, 2026. Either party may sooner terminate this Agreement by prior written notice to the other party.

APPROVED AND ADOPTED BY THE DEER CREEK PUBLIC SCHOOLS OF OKLAHOMA COUNTY, OKLAHOMA this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

DEER CREEK PUBLIC SCHOOLS  
OF OKLAHOMA COUNTY, OKLAHOMA,

By \_\_\_\_\_  
President – School Board

By \_\_\_\_\_  
Superintendent

ATTEST:

\_\_\_\_\_  
Board Clerk

COUNTY

APPROVED by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2025

BOARD OF COUNTY COMMISSIONERS  
OF OKLAHOMA COUNTY, OKLAHOMA

By \_\_\_\_\_  
Chairman Brian Maughan

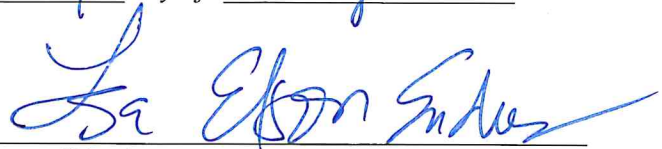
ATTEST:

By \_\_\_\_\_  
Member

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

By \_\_\_\_\_  
Member

APPROVED as to form and legality this 4th day of May 2025.

  
Assistant District Attorney

# **GENERAL MUTUAL COOPERATION AGREEMENT**

## **BETWEEN THE TOWN OF LUTHER & THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**

**THIS GENERAL MUTUAL COOPERATION AGREEMENT** (the "Agreement") is entered into effective JULY 1, 2026, between the **TOWN OF LUTHER**, 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



COUNTY

APPROVED by the County this \_\_\_\_\_ day of \_\_\_\_\_,  
2026.

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

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Member

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

By \_\_\_\_\_  
Member

APPROVED as to form and legality this 4<sup>th</sup> day of May, 2026.

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

# **GENERAL MUTUAL COOPERATION AGREEMENT**

## **BETWEEN THE CITY OF PIEDMONT & THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**

**THIS GENERAL MUTUAL COOPERATION AGREEMENT** (the "Agreement") is entered into effective July 1, 2026, between the **CITY OF PIEDMONT**, 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 tinnhorn acquisition if the requested tinnhorn location(s) is/are within the corporate limits of a municipality, and a legal agreement with the municipal entity to install the tinnhorn 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 tinnhorns 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, 2026 and continue through June 30, 2027.

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

**MUNICIPALITY**

**APPROVED** by the Municipality this \_\_\_\_\_ day of \_\_\_\_\_,

2026.

**ATTEST:**

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

**APPROVED** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_,

2026.

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

**COUNTY**

**APPROVED** by the County this \_\_\_\_\_ day of \_\_\_\_\_,  
2026.

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

By \_\_\_\_\_  
Chairman


**ATTEST:**

By \_\_\_\_\_  
Member

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

By \_\_\_\_\_  
Member

*APPROVED as to form and legality this* 4th *day of* May, 2026.

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

# **GENERAL MUTUAL COOPERATION AGREEMENT**

## **BETWEEN THE TOWN OF ARCADIA & THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**

**THIS GENERAL MUTUAL COOPERATION AGREEMENT** (the "Agreement") is entered into effective JULY 1, 2026, between the **TOWN OF ARCADIA**, 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



COUNTY

APPROVED by the County this \_\_\_\_\_ day of \_\_\_\_\_,  
2026.

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

By \_\_\_\_\_  
Chairman

**ATTEST:**

By \_\_\_\_\_  
Member

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

By \_\_\_\_\_  
Member

APPROVED as to form and legality this 4<sup>th</sup> day of May, 2026.

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

## **GENERAL MUTUAL COOPERATION AGREEMENT**

**BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF CANADIAN COUNTY  
&  
THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**

**THIS GENERAL MUTUAL COOPERATION AGREEMENT** (the "Agreement") is entered into effective July 1, 2026, between the **BOARD OF COUNTY COMMISSIONERS OF CANADIAN COUNTY**, and the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, political subdivisions organized and existing under the laws of the State of Oklahoma.

### **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. §606 (as amended and effective July 1, 2015) authorizes the board of county commissioners of any two or more adjoining counties to unite in the construction of bridges over streams forming boundary lines between the counties of which the cost of the construction shall be allocated as agreed upon between the two counties, and after construction shall be jointly maintained by the two counties, and;

**WHEREAS**, 69 O.S. §621 (as amended and effective July 1, 2015) provides that all county highways on county lines shall be maintained and constructed by the counties or other jurisdictions adjoining, and further authorizes the board of county commissioners or other jurisdictions between which such roads are located to enter into agreements to provide for such maintenance and construction of such county line section roads, and;

**WHEREAS**, 69 O.S. § 1903B authorizes boards of county commissioners to enter into an agreement with a municipality or another county to construct, improve, repair or maintain any of the roads, streets or highways of the other parties to the contract; and

**WHEREAS**, the Board of County Commissioners of Oklahoma County and the Board of County Commissioners of Canadian County find that it is to the mutual benefit of the citizens of both Canadian County and Oklahoma County to enter into an agreement for mutual cooperation for maintenance, construction, and repair of certain county line section roads and bridges.

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

1. Oklahoma County may, at its discretion, perform work to construct, improve, or repair certain county section line roads and bridges.
2. The Board of County Commissioners of Canadian County must submit specific written requests to the Board of County Commissioners of Oklahoma County, regarding particularly

described county line section roads or bridges for which Canadian County is seeking Oklahoma County's assistance in construction, improvement, repair and maintenance. Said requests shall adequately and specifically describe the county line section road or bridge location and the specific type of assistance needed from Oklahoma County and describe the anticipated period of time that such assistance shall be needed. If Oklahoma County approves the request for assistance made by Canadian County, said request shall be performed pursuant to the authority of this Agreement and the specific agreement.

3. The Board of County Commissioners of Canadian County shall, under the specific agreement, furnish to the Board of County Commissioners of Oklahoma County the funds to pay Canadian County'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 Board of County Commissioners of Canadian County's primary duty to maintain its roads and highways in a reasonably safe condition for travel by the public for the duration of the project.

6. The Board of County Commissioners of Canadian County hereby represents and warrants to Oklahoma County that Canadian County owns, leases, or holds beneficial easements on any and all real property on which they seek Oklahoma County's assistance in construction, improvement, repair or maintenance.

7. Notwithstanding anything to the contrary herein, the Board of County Commissioners of Canadian County acknowledges that Oklahoma County's performance of work under this agreement is subject to Oklahoma County's availability of highway department personnel, equipment, labor and materials, and to weather conditions or circumstances beyond the reasonable control of Oklahoma County.

8. This Agreement shall commence on July 1, 2026 and continue through June 30, 2027.

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

**CANADIAN COUNTY**

**APPROVED** by Canadian County this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

By \_\_\_\_\_  
Chairman

**ATTEST:**

By \_\_\_\_\_  
Member

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

By \_\_\_\_\_  
Member

*APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2026.*

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

**OKLAHOMA COUNTY**

**APPROVED** by Oklahoma County this \_\_\_\_\_ day of \_\_\_\_\_,  
2026.

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

By \_\_\_\_\_  
Chairman


**ATTEST:**

By \_\_\_\_\_  
Member

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

By \_\_\_\_\_  
Member

*APPROVED as to form and legality this*   c/14   *day of*   May  , 2026.

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

## **GENERAL MUTUAL COOPERATION AGREEMENT**

**BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY  
&  
THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**

**THIS GENERAL MUTUAL COOPERATION AGREEMENT** (the "Agreement") is entered into effective July 1, 2026, between the **BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY**, and the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, political subdivisions organized and existing under the laws of the State of Oklahoma.

### **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. §606 (as amended and effective July 1, 2015) authorizes the board of county commissioners of any two or more adjoining counties to unite in the construction of bridges over streams forming boundary lines between the counties of which the cost of the construction shall be allocated as agreed upon between the two counties, and after construction shall be jointly maintained by the two counties, and;

**WHEREAS**, 69 O.S. §621 (as amended and effective July 1, 2015) provides that all county highways on county lines shall be maintained and constructed by the counties or other jurisdictions adjoining, and further authorizes the board of county commissioners or other jurisdictions between which such roads are located to enter into agreements to provide for such maintenance and construction of such county line section roads, and;

**WHEREAS**, 69 O.S. § 1903B authorizes boards of county commissioners to enter into an agreement with a municipality or another county to construct, improve, repair or maintain any of the roads, streets or highways of the other parties to the contract; and

**WHEREAS**, the Board of County Commissioners of Oklahoma County and the Board of County Commissioners of Logan County find that it is to the mutual benefit of the citizens of both Logan County and Oklahoma County to enter into an agreement for mutual cooperation for maintenance, construction, and repair of certain county line section roads and bridges.

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

1. Oklahoma County may, at its discretion, perform work to construct, improve, or repair certain county section line roads and bridges.
2. The Board of County Commissioners of Logan County must submit specific written requests to the Board of County Commissioners of Oklahoma County, regarding particularly

described county line section roads or bridges for which Logan County is seeking Oklahoma County's assistance in construction, improvement, repair and maintenance. Said requests shall adequately and specifically describe the county line section road or bridge location and the specific type of assistance needed from Oklahoma County and describe the anticipated period of time that such assistance shall be needed. If Oklahoma County approves the request for assistance made by Logan County, said request shall be performed pursuant to the authority of this Agreement and the specific agreement.

3. The Board of County Commissioners of Logan County shall, under the specific agreement, furnish to the Board of County Commissioners of Oklahoma County the funds to pay Logan County'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 Board of County Commissioners of Logan County's primary duty to maintain its roads and highways in a reasonably safe condition for travel by the public for the duration of the project.

6. The Board of County Commissioners of Logan County hereby represents and warrants to Oklahoma County that Logan County owns, leases, or holds beneficial easements on any and all real property on which they seek Oklahoma County's assistance in construction, improvement, repair or maintenance.

7. Notwithstanding anything to the contrary herein, the Board of County Commissioners of Logan County acknowledges that Oklahoma County's performance of work under this agreement is subject to Oklahoma County's availability of highway department personnel, equipment, labor and materials, and to weather conditions or circumstances beyond the reasonable control of Oklahoma County.

8. This Agreement shall commence on July 1, 2026 and continue through June 30, 2027.

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

**LOGAN COUNTY**

APPROVED by Logan County this \_\_\_\_\_ day of \_\_\_\_\_,  
2026.

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

By \_\_\_\_\_  
Chairman

**ATTEST:**

By \_\_\_\_\_  
Member

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

By \_\_\_\_\_  
Member

*APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2026.*

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

**OKLAHOMA COUNTY**

**APPROVED** by Oklahoma County this \_\_\_\_\_ day of \_\_\_\_\_,  
2026.

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

By \_\_\_\_\_  
Chairman


**ATTEST:**

By \_\_\_\_\_  
Member

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

By \_\_\_\_\_  
Member

*APPROVED as to form and legality this* 4<sup>th</sup> *day of* MAY, 2026.

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

## **GENERAL MUTUAL COOPERATION AGREEMENT**

**BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY  
&  
THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**

**THIS GENERAL MUTUAL COOPERATION AGREEMENT** (the "Agreement") is entered into effective July 1, 2026, between the **BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY**, and the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, political subdivisions organized and existing under the laws of the State of Oklahoma.

### **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. §606 (as amended and effective July 1, 2015) authorizes the board of county commissioners of any two or more adjoining counties to unite in the construction of bridges over streams forming boundary lines between the counties of which the cost of the construction shall be allocated as agreed upon between the two counties, and after construction shall be jointly maintained by the two counties, and;

**WHEREAS**, 69 O.S. §621 (as amended and effective July 1, 2015) provides that all county highways on county lines shall be maintained and constructed by the counties or other jurisdictions adjoining, and further authorizes the board of county commissioners or other jurisdictions between which such roads are located to enter into agreements to provide for such maintenance and construction of such county line section roads, and;

**WHEREAS**, 69 O.S. § 1903B authorizes boards of county commissioners to enter into an agreement with a municipality or another county to construct, improve, repair or maintain any of the roads, streets or highways of the other parties to the contract; and

**WHEREAS**, the Board of County Commissioners of Oklahoma County and the Board of County Commissioners of Lincoln County find that it is to the mutual benefit of the citizens of both Logan County and Oklahoma County to enter into an agreement for mutual cooperation for maintenance, construction, and repair of certain county line section roads and bridges.

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

1. Oklahoma County may, at its discretion, perform work to construct, improve, or repair certain county section line roads and bridges.
2. The Board of County Commissioners of Lincoln County must submit specific written requests to the Board of County Commissioners of Oklahoma County, regarding particularly

described county line section roads or bridges for which Lincoln County is seeking Oklahoma County's assistance in construction, improvement, repair and maintenance. Said requests shall adequately and specifically describe the county line section road or bridge location and the specific type of assistance needed from Oklahoma County and describe the anticipated period of time that such assistance shall be needed. If Oklahoma County approves the request for assistance made by Lincoln County, said request shall be performed pursuant to the authority of this Agreement and the specific agreement.

3. The Board of County Commissioners of Lincoln County shall, under the specific agreement, furnish to the Board of County Commissioners of Oklahoma County the funds to pay Lincoln County'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 Board of County Commissioners of Lincoln County's primary duty to maintain its roads and highways in a reasonably safe condition for travel by the public for the duration of the project.

6. The Board of County Commissioners of Lincoln County hereby represents and warrants to Oklahoma County that Lincoln County owns, leases, or holds beneficial easements on any and all real property on which they seek Oklahoma County's assistance in construction, improvement, repair or maintenance.

7. Notwithstanding anything to the contrary herein, the Board of County Commissioners of Lincoln County acknowledges that Oklahoma County's performance of work under this agreement is subject to Oklahoma County's availability of highway department personnel, equipment, labor and materials, and to weather conditions or circumstances beyond the reasonable control of Oklahoma County.

8. This Agreement shall commence on July 1, 2026 and continue through June 30, 2027.

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

**LOGAN COUNTY**

**APPROVED** by Lincoln County this \_\_\_\_\_ day of \_\_\_\_\_,  
2026.

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

By \_\_\_\_\_  
Chairman

**ATTEST:**

By \_\_\_\_\_  
Member

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

By \_\_\_\_\_  
Member

*APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2026.*

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

OKLAHOMA COUNTY

APPROVED by Oklahoma County this \_\_\_\_\_ day of \_\_\_\_\_,  
2026.

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

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Member

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

By \_\_\_\_\_  
Member

APPROVED as to form and legality this 4th day of May, 2026.

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