

#173

REQUEST FOR LEGAL SERVICES

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: 4/3/25 Department: Highway District 3

State the nature of the legal request:

Form and legality – Edmond Mowing Agreement

Reviewed for

RECEIVED
APR 03 2025
CIVIL DIVISION
DISTRICT ATTORNEY

[Signature]

Signature

Reply of District Attorney's Office: _____

Date of Reply: _____

Assistant District Attorney

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN OKLAHOMA COUNTY
AND THE CITY OF EDMOND**

Effective Date(s): July 1, 2025 through June 30, 2026

This Mutual Assistance Agreement is entered into as hereinafter set forth by and between **The Board of County Commissioners of Oklahoma County**, a political subdivision organized and existing under the laws of the State of Oklahoma (hereinafter also referred to as "**Oklahoma County**") and **The City of Edmond**, a public agency organized and existing under the laws of the State of Oklahoma (hereinafter also referred to as "**Edmond**").

WHEREAS, Oklahoma law, 74 O.S. Section 1008 (A) specifically defines Oklahoma County, as a political subdivision, and the City of Edmond, as an agency of the government, as "Public Agencies," and

WHEREAS, Oklahoma law, 74 O.S. Section 1008 (A), specifically authorizes these public agencies enter this Interlocal Cooperative Agreement to perform any governmental service, activity or undertaking which the public agency is authorized by law to perform; and

WHEREAS, Oklahoma law 74 O.S. Section 1001 et seq., permits each local governmental unit to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, each public agency, as parties to this Agreement, desires to enter into said Cooperative Agreement to benefit each public entity and the citizenry of Oklahoma County and the State of Oklahoma, with the proper maintenance of section line right-of-ways within said City and County;

NOW, THEREFORE BE IT RESOLVED, the parties agree to the following provisions:

Term

1. This Interlocal Cooperative Agreement entered into by and between the Board of County Commissioners of Oklahoma County and the City of Edmond shall be effective on the 1st day of July, 2025 and continue until June 30, 2026.
2. The purpose of this Interlocal Cooperative Agreement is to permit Oklahoma County to provide necessary maintenance to Section Line Rights-Of-Way located within the municipal limits of the City of Edmond, said assistance in the form of mowing and/or labor provided by Oklahoma County; said costs to be reimbursed by the City of Edmond at the actual expenses incurred by the County, said expenses to be presented to the City of Edmond in the form of a monthly invoice.
3. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
4. All equipment used by Oklahoma County and the City of Edmond in carrying out this Agreement will, at the time of action hereunder, be owned by or under the jurisdiction of each entity, respectively; and all personnel acting for Oklahoma County and the City of Edmond under this Agreement will, at the time of such action, be an employee or agent of their respective public agency.
5. This Agreement may be terminated at any time by either party with or without cause upon tendering in writing, notice of such termination thirty (30) days prior to the effective date of such termination.

No Third Party Beneficiaries

6. It is not the intent of this Interlocal Cooperative Agreement to create any rights in any third parties.

Authorized Administrator(s)

7. For purposes of complying with Oklahoma law, 74 O.S. 1991, Section 1004 (d) (1) & (2), the Superintendent of Highway District Three (3) of Oklahoma County and the Public Works director for the City of Edmond shall be the administrators responsible for administering this

cooperative undertaking. Also, it is expressly understood that Oklahoma County shall have no right, claim or title to any real or personal property used in this cooperative undertaking, other than that used specifically by Oklahoma County, which is held by Oklahoma County as a matter of law.

Not Assign

8. This Agreement is not assignable except upon the prior written consent of all parties hereto.

Execute

9. This Agreement shall be executed in triplicate, each copy of which shall be as an original.

Effective – Fiscal Year

10. The effective date of this Agreement shall be upon execution hereof by the last party thereto and may be renewed at the beginning of each fiscal year upon the mutual agreement of all parties.

Amendment

11. This Agreement may not be amended except by express written agreement of all parties hereto.

Captions

12. The captions, titles, and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof.

Interpretation

13. When any word in this Agreement is used in the singular number, it shall include the plural, and the plural, the singular, except where a contrary intention plainly appears. When any word in this Agreement is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

Preservation of Defense and Right

14. Neither party hereto waives any defenses or rights available pursuant to the Government Tort Claims Act at 51 O.S. § 151 *et. Seq.*, common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this Agreement.

Whole Agreement

15. It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

APPROVED by the Mayor and Council of the City of Edmond this _____ day of _____, 2025.

City Clerk

MAYOR

APPROVED as to form and legality this _____ day of _____, 2025

Municipal Counselor

APPROVED this _____ day of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Chairman

Member

Member

ATTEST:

County Clerk

APPROVED as to form and legality this 4 day of April, 2025.


Assistant District Attorney

DISTRICT # 3

MOWING COST

2025-2026

\$107.31 PER LANE MILE

Mowing:

A lane mile will be considered one (1) pass with a width of 4 to 15 feet as permitted by the terrain.