

## **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, 2026, 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 tinthorn acquisition if the requested tinthorn location(s) is/are within the corporate limits of a municipality, and a legal agreement with the municipal entity to install the tinthorn 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 tinthorns 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, identifying the particular streets or portions of streets, along with an appropriate title for each request 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. The Municipality hereby delegates to the City Manager the authority to approve and execute any specific agreement needed to execute said requests.
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 if applicable.
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 27 day of May, 2026.

[Signature]  
Assistant District Attorney